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# The Solicitors' Journal.

*LONDON, MARCH* 21, 1868.

THE DEAN OF RIPON has published, in a separate form, the interesting address which he delivered in the convocation of the province of York, on the 7th of February, ult., on the subject of the Natal Bishopric. He has appreciated with perfect accuracy the legal position of Bishop Colenso, and in this respect contrasts most favourably with many of his brethren. There has, with rare exceptions, been amongst clerical critics, a singular inability to understand the situation. Dean Goode, however, is thoroughly master of it. He knows that by virtue of the decisions in the Privy Council, the Rolls Court, and the Supreme Court of the colony, Dr. Colenso is bishop over those persons in Natal who belong to the Church of England. It is quite open to any churchmen there, who disapprove of their bishop's proceeding, to secede and form a separate religious community there, which could be, if it was deemed desirable, under Episcopal government. But the bishop of such a society would not be the English "Bishop of Natal," and clergymen ordained by him could not hold any ecclesiastical preferment within the Queen's dominions, or officiate in any place as ministers of the established Church of England. They would not, in fact, be in "full communion" with the church at home, and would thus be in a less favourable position than the clergy of a purely *foreign* church in communion with our own, who can and often do officiate here. For, as the Dean of Ripon points out, the 59 Geo. 3, c. 60, enacts that "no person who after the passing of this Act shall have been ordained a deacon or priest by a colonial bishop, who, at the time of such ordination, did not actually possess an episcopal jurisdiction over some diocese, district, or place, or was not actually residing within such division, district, or place, shall be capable in any way or on any pretence whatever, of at any time holding any parsonage or other ecclesiastical preferment within His Majesty's dominions, or of being a stipendiary curate or chaplain, or of officiating *at any place, or in any manner*, as a minister of the Established Church of England and Ireland."

Dr. Colenso then must somehow or other be induced or forced to resign before a new bishop can be consecrated in Natal to preside over any association which aspires to be in "full communion" with the church in this country, and the only remaining question is how the inhabitants of the colony are to get the see declared vacant, supposing they wish to do so. On this point, again, we are glad to find the Dean of Ripon in agreement with ourselves. The end proposed, he says, might be attained in more ways than one. "One mode of proceeding seems to be by a writ of *sci. fa.* in Chancery, by which letters patent may be repealed, if the holder has broken the conditions of the grant. This may be brought, it is said, either on the part of the Queen, to resume what was granted, or on the part of an injured subject allowed, on his petition, to use the King's name for the purpose. And writs of *sci. fa.* have issued to repeal the grants of offices for conditions broken and other similar causes. But *the more suitable course* would probably be by a complaint addressed to the Crown from some of the clergy or laity of his diocese, which would be referred by the Crown, in the same way as the complaint of the bishop of Natal against the proceedings of the bishop of Capetown to the Judicial Committee of the Privy Council." This last course of action is substantially the same as that which we have again and again recommended in this Journal; and we feel assured that the bishop of Capetown will best consult his own interest and that of the Church at large, by adopting it with as little delay as possible, unless indeed he should determine for the future to leave Dr. Colenso in possession, unchallenged.

THE LOCAL PAPERS in the West of England have been commenting in strong terms on the short time allowed at the various assize towns on the Western Circuit. The subject is certainly one deserving great attention, and on examination the complaints do not seem to be without foundation. To Exeter, for example, a space of four clear days was allotted, with the following result:—On Thursday, the fourth day of the assizes, the Criminal Court sat till seven in the evening, and even then, although one of the Queen's Counsel sat as judge and tried many prisoners, had not cleared the gaol. The Civil Court sat till nine, and by dint of referring causes and making remanets, got, after a fashion, to the end of their work. This is clearly wrong; counsel, attorneys, witnesses, and suitors, are alike injured by it. Counsel and attorneys, besides being exhausted by such long sittings, are sufferers by the fact that litigants will not enter their causes where all the expense of bringing witnesses to trial may be thrown away by the cause being forced against the will of the parties to a reference, or postponed till the next assizes. The hardship on the suitors and witnesses is obvious, in fact the only person benefitted is the judge, who incurs considerable expense for every day on circuit.

MEMBERS OF THE LEGAL PROFESSION have a special interest in the subject of Private Bill Legislation, which has lately been attracting considerable attention both in the House of Commons, and out of it. Reforms of considerable importance have been proposed; the only changes as yet resolved upon, refer, however, to matters of procedure of no very great practical importance, but which, so far as they go, will, we think, be generally acknowledged as beneficial. The double inquiry, first before the Court of Referees, and afterwards before a Committee of members has, as we understand the resolutions passed, been abolished, and an inquiry before a mixed tribunal consisting of one referee, and four members of the House has been established in its place. Some doubt might perhaps be entertained upon the form of the amended resolution which was carried, to the effect that power should be given to the Committee of Selection to refer bills to the mixed tribunal. It might be thought that this left some course open, but whether this be so or not there can be no doubt that the practical effect will be that for the future those inquiries will be entrusted to the new mixed tribunal. We believe this change, as far as it goes, will be beneficial to the public and convenient to the practitioner. The only justification which there could be for the double inquiry was that it was convenient in the first instance to dispose of certain preliminary matters. We apprehend, however, that there will be nothing to prevent this being done under the new system: the only difference will be that the same tribunal will dispose, in the proper order, of the whole case. With two different tribunals it is impossible to avoid to some extent going over the same ground twice, and yet the first investigation does not give any clue to the probable result of the second, even so far as the matter common to both is concerned. A tribunal which has to decide such matters as come before a Committee of the House of Commons ought to be so constituted that a properly qualified adviser, with the material facts of any case before him, can have some chance of advising with reasonable certainty

as to what the decision of the tribunal upon the case will be. We think this is more likely to be the case under he new plan than under the former one.

Whether, however, Lord Hotham's amendment, which was adopted, will affect this object so completely as Mr. Dobson's proposal, which was rejected, would have done, is more than doubtful. Mr. Dobson proposed a considerably larger infusion of the judicial element. Still we think that from ordinary members to one permanent referee is not an unfair proportion, and so long as the appointments are properly made the Referee will always be able, from his superior knowledge and experience, to exercise very considerable influence. We think it better to trust to this, than to give him a casting vote, as Mr. Milner Gibson suggested. As regards the further proposal, which we understand has yet to be brought forward, to do away with opposition on the ground of competition, we can at present only say, that in our opinion a very strong case must be brought forward to justify anything which may be considered an exception to the excellent rule of never deciding anything adversely to any person's interests, without giving him an opportunity of being heard in opposition.

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TWO CORRESPONDENTS have lately complained to us of the inconvenience resulting to country practitioners from the appointments of under-sheriffs not being publicly notified sufficiently early. One correspondent lately told us that in two recent instances he had forwarded process to under-sheriffs according to the last address, and had experienced considerable delay in consequence of the process having to be transmitted to new under-sheriffs, of whose address he was unaware. It is needless to remark that such a proceeding must be extremely inconvenient both to plaintiffs and their attorneys. There seems no good reason whatever why the under-sheriffs' appointments should not be notified early enough to avoid all inconvenience. The actual reason probably is that of all public offices high sheriffs take the least part in and understand least about the practical working of their office.

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WE UNDERSTAND that the much-vexed question, whether or no a county court judge has jurisdiction to commit a judgment-debtor, in spite of a composition deed registered subsequently to the county court judgment, has recently been brought before Mr. Justice Willes in chambers. In the case of *Pearce* v. *Foster* (*supra*, p. 279), the judge of the Birmingham Court held, in accordance with his decision in a former case, that he had jurisdiction to commit. Last week an application was made before the Vacation Judge in chambers, for a writ of prohibition against the county court judge, and after hearing an argument on each side, Mr. Justice Willes ordered the writ to issue.

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THE JUDGMENT delivered by Sir J. P. Wilde this week, in the case of *Crabb* v. *Crabb* is worthy of a short notice, although the question involved was one which, indeed, hardly admitted of question. The question was, whether, where a husband and wife had dwelt apart, in pursuance of a deed of separation, the husband could be said to have "deserted" the wife, so as to entitle her to a dissolution of marriage. Upon this bare ground the case would, as the judge put it, scarcely bear stating. It was, however, contended that the deed in question was not a valid and subsisting deed. It was argued in the first place that the deed was one which the Court of Equity would have held invalid on account of certain provisions depriving the husband of the control over the children; and, secondly, that the effect which the deed otherwise might have had of rendering the separation voluntary was nullified by the fact that the husband had on his side violated the provisions of the deed by continued non-payment of a stipulated allowance.

Upon the first of these heads Sir J. P. Wilde remarked that it was unnecessary to consider the question of the validity of the deed in equity, because in that (the Divorce) Court these deeds were always inoperative to abrogate the marriage duty of cohabitation, and either party might, the day after they parted, have sued the other for a restitution of conjugal rights. The separation, therefore, which had been begun voluntarily, had been voluntarily continued. On the second point, he observed that the husband's subsequent breach of contract could not relate back so as to make the parting involuntary which was originally a voluntary one under the deed.

The gist of the case is, that the original invalidity of the deed as a legal document, or the subsequent breach of its provisions by the husband, was irrelevant to the matter in issue. The deed was material to the husband's case, simply as evidence of the wife's consent to the separation, and for that purpose its legal validity was entirely immaterial. A deed may be conclusive evidence of the intention of the parties at the date of its execution, and yet be, for its original purpose, mere waste paper.

The actual legal effect of a separation deed is still beset with considerable doubt. As Sir J. P. Wilde says, it is not recognised in his court as abrogating the duty of cohabitation; but its effect in equity is *adhuc in nubibus*. The judge of the Divorce Court says that either party might next day sue for a restitution of conjugal rights, which is true, but whether or no the Court of Equity would grant an injunction to restrain a suit for that purpose is not certain. In *Hunt* v. *Hunt*, 8 Jur. N. S. 86, an injunction was granted, but since *Wilson* v. *Wilson*, 5 H. L. 40, that case can hardly be considered as an undoubted authority. There is of course no doubt that the Court of Equity enforces these deeds as far as they relate to property.

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IT IS WORTH noticing that the Lords Justices have this week confirmed the decision of Vice-Chancellor Stuart in the case of *Paine* v. *Hutchinson*, one of the long series of "transfer" cases. As we have so recently commented upon this subject we shall leave the case to be further dealt with when reported. The Irish case, *Sheppard* v. *Murphy*, is under appeal, and may, it is anticipated, come before the Court of Appeal in Chancery next month. The result will then be reported in the *Weekly Reporter*.

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WE ARE VERY glad to know that Sir John Rolt's recovery continues to progress very steadily. He intends, we believe, going to Clifton shortly, but up to Thursday last was still at Ozleworth.

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## THE PRESENT STATE OF THE LAW OF COMPENSATION UNDER THE RAILWAY AND LANDS CLAUSES ACTS.

Last year, shortly after the judgments delivered in the House of Lords in *Ricket's* case, 15 W. R. 937, were reported, we published two articles on this subject (11 S. J. 850 and 1017). Since then two other important cases have been decided: *Eagle* v. *Charing Cross Railway*, 15 W. R. 1016, and *Beckett* v. *The Midland Railway*, 16 W. R. 221. These cases are principally valuable as judicial interpretations of the real extent and effect of the decisions in *Ricket's case*, and we think it will be found that the principal propositions which we laid down in our former articles have now been, by these later cases, authoritatively recognised. It is now clear, if there was ever any doubt about it, that *Ricket's case* does not overrule *Chamberlain's case*, 11 W. R. 472, but only overrules *Wilkes's case*, 2 Bing. N. C. 284, and those cases relating to compensation which immediately depend upon that case. In future, in all cases of damage arising from interference with highways, the main contest will be whether the claimant's case falls rather within *Ricket's case*, or within *Chamberlain's* and *Beckett's*. This, as may easily be shown, will frequently depend more upon the way the claim is presented, and its

amount, than upon the intrinsic circumstances of the case. Although the unfortunate Mr. Rickets was unable to obtain from the highest court in the realm, compensation for the loss of the specific profits which he would have made by his "Pickled Egg" public house, but for the acts of the Metropolitan Railway, yet it now appears, that if the claim had been made for the diminution of the value of the occupation of the Pickled Egg considered with reference to the reasonable use to which, any owner might have put it in its condition at the time of the commencement of the interference, he might have recovered; and in considering the diminution of value, it is impossible to say that the loss of profits actually incurred would not be an important element. The only fact additional to those which appear upon *Ricket's case* which would have been required, would be evidence that the interruption of the traffic would have caused similar loss in the case of any other use which an owner might reasonably have made of the premises at the time.

It is true that there are some expressions used in *Ricket's case*, especially in the judgment of the Chief Justice, from which an inference might be drawn, that there was some distinction between the temporary interference with a highway during the period of construction of a railway, and a permanent interference. There cannot, however, be any such distinction. As pointed out by Lord Westbury in *Ricket's case*, the 10th section of the Railway Clauses Act, which relates to compensation for temporary acts, is, if there is any difference, decidedly stronger in favour of the claimant than the 6th section, which relates to taking of land and other permanent acts. We do not think, however, that the Lord Chief Justice or any of the judges meant to make any such distinction, but that they were referring in the use of the words temporary injury to the same thing as Mr. Justice Willes, in his admirable judgment, spoke of in more accurate language as an injury to the temporary and particular use to which the premises were put. That such an injury cannot be the subject of compensation is, as Mr. Justice Willes points out, the principal point decided by *Ricket's case*. In order to sustain a claim for compensation, the interest which the claimant has in the property must be injured, and the injury must be one which would affect not merely the individual who happened to be claimant, and the use he actually made of the premises, but also all other persons who might have had the claimant's interest and all other uses to which such other persons might reasonably have been expected to put them. We here introduce the word reasonably because we think that expresses concisely what Mr. Justice Willes meant when he said that the damage must be sustained by any owner to whatever use he might think fit to put the property, but that this was to be taken, of course, with the limitation that a person who owns a house is not to be expected to pull it down to use the land for agricultural purposes, and that the use to be considered was that to which any owner might put the property in its condition at the time.

We thus obtain a tolerably clear idea of the manner in which damage must be connected with the land in order to be the subject of compensation. It is, of course, necessary also that the damage should be actionable. This point is also dealt with by Mr. Justice Willes in the judgment to which we have been alluding, and his remarks are well worth a careful study. The distinction which he draws between *Baker* v. *Moore*, 1 Ld. Raymond, 495, which he contends is not, and *Wilkes* v. *Hungerford Market Company*, 2 Bing. N. C. 281, which he admits to be, overruled by *Ricket's case*, is in effect much the same as the important distinction on the previous branch of the case, viz., between a damage to the property itself, and to a particular use of it, such as where the claim is for loss of goodwill. What is meant by goodwill, of course, is that owing to some special use that has been made of the house in the past, it has become for that purpose more valuable in the future than it would otherwise have been. For an injury to the goodwill only no action is maintainable according to the decision of the House of Lords, because the damage is too remote. This is not, however, the case where the damage directly affects the ownership of the house. It will be noticed that in this part of his judgment the learned judge alludes to a distinction between a temporary and a permanent obstruction. He is, however, here discussing the question of a reversioner bringing an action, and in this case it is, of course, essential that the damage should be permanent. There is nothing, we think, in this which at all bears against the correctness of our former proposition, that a railway company may be liable to pay compensation for temporarily as well as for permanently interfering with highways, provided the damage is done to the property itself, and would be done to whatever reasonable use it were put, and not to some particular use of it only.

In the case of *Eagle* v. *The Charing Cross Railway* an endeavour was made to apply the argument that an injury to a particular use of land cannot be ground for compensation to a different subject matter. There an arbitrator had set out in his award, no doubt at the instance of the company, and in order to raise the question, some special findings. He found that the premises were rendered less convenient for use for the purpose for which the claimant used them by the diminution of light, and that the damage done to the premises, supposing them to be used for this purpose, amounted to over £600. He also found that the premises were worth as much to sell as they were before. Upon these findings it was clear that an actionable wrong had been done, but it was contended that the action would, under the circumstances, be for a personal wrong in consequence of the particular use of the premises, and not for an injury to the land. The Court held that the right to the access of light was so connected with the land that an infringement of it was an injury to the land, although in consequence of other circumstances, the selling value of the land might not be depreciated. We think it cannot be doubted that this decision was right upon the facts, and no inference can be drawn from it at all at variance with what we have already advanced. It does, however, show this at all events, that it is not in all cases necessary that there should be a diminution in the market value of the property in order that compensation may be claimed. It is worth notice that Mr. Justice Willes was not in court during *Eagle's case*, and although the judgments delivered by the judges present fully deal with the facts of that case, and support the conclusion arrived at, yet we have not any elaborate discussion of the law connected with the subject, such as those for which we are indebted in *Beckett's case* and many others, to Mr. Justice Willes.

## CRIMINAL LAW.

### No. II.

Crimes, as we have already pointed out, are usually private wrongs or torts to some individual as well as public wrongs or offences against the State. That is, such acts usually involve the violation of some private right or the neglect of some private duty as well as a public wrong. These are punishable by the criminal law because they are considered to be not only wrongs to the individual, but also wrongs to the whole community of so serious a nature, or likely to be so dangerous in their results as to render it desirable that those guilty of them should be punished, in addition to being rendered liable to compensate for the damage done, in order to prevent by such means the commission of acts which without such additional punishment would not be sufficiently restrained. There are also acts punishable by the criminal law which do not directly involve wrongs to any individual, as those which are committed against the State only, for instance the violation of the revenue laws.

Acts of this sort are obviously wrongs to the State

alone, or public wrongs only, and do not involve any private wrong, or tort, and are therefore only cognisable by the criminal law. Of course offences such as these affect individuals indirectly, as being members of the State, but they are not invasions of any right vested in any determinate person, but are rather a neglect of duties to be observed towards the whole community, and are therefore of necessity pursued criminally.

As all offences affect individuals, so also all offences affect the community, and strictly speaking all acts which may be the ground of an action, are public as well as private wrongs. Whenever the law is violated there is a public wrong, whether the act be a most trivial tort, as a simple trespass to land, or whether it amount to so serious a crime as burglary. The law in each case is equally set a nought. In the former case, however, the liability to an action is considered sufficient to deter persons from acts of that sort, and the right to proceed for the public wrong is not asserted, while in the latter case it is thought expedient to punish the wrongdoer, or in other words the public wrong is recognised. There is no reason on principle why every civil injury should not also be held to be a crime, except that it would not be expedient or convenient to carry out such a law. The Legislature (the criminal law is now chiefly governed by statutes) has from time to time declared what are to be held to be crimes as motives of expediency dictated. And those acts are crimes because they have been declared to be so, and for no other reasons.

Difficulty has sometimes been felt in ascertaining whether a particular violation of the law amounts to a crime or not. This question has been several times discussed, in reference to summary proceedings before justices, where the form of the proceedings themselves does not show whether the suit is of a criminal or merely of a civil nature. In such cases the best test seems to be, in the absence of any surer indication of the intention of the Legislature, the nature of the sanction attached to the breach of the law. If that sanction is a punishment as imprisonment, the act is a crime, if it is merely the imposition of a pecuniary obligation, it is only a civil injury. But in deciding a question of this nature the Court will not look to the morality or immorality of the act itself, but solely to the presumed intention of the Legislature. It may be laid down as a general rule that no wrongs that are merely breaches of contract render a person liable to criminal proceedings, but even this is subject to some exceptions. The right to institute civil proceedings is not lost because the act done is a crime as well as a tort, but by a technical rule, when the crime is a felony, that right cannot be asserted until after criminal proceedings have been taken against the wrongdoer. The object of this rule has been said to be "to prevent the criminal justice of the country from being defeated, which would be very likely to be the case, if the injured party were first permitted to obtain a civil satisfaction for the injury." This rule, however, does not operate after there has been either a conviction or an acquittal. This suspension of the civil remedy only takes place when a felony has been committed, but not when the crime is a mere misdemeanour. (Crimes, it may be remembered, are divided arbitrarily into felonies and misdemeanors. The former are usually, but not always, the more serious offences.) Where, therefore, any act is done which is at once a crime not amounting to a felony, and also a civil injury, both civil and criminal proceedings may be commenced for the redress of the private and the public wrong respectively, as in the case of an assault or libel. It may also be noticed that although the immediate object of civil and criminal proceedings is not alike, yet their ultimate object is the same—viz., to compel obedience to the law. Sometimes liability to make compensation is considered a sufficient sanction to enforce the law, while in other cases the wrongdoer is punished in order more effectually to prevent such violations of the law for the future.

Although the mode of procedure is the only invariable distinction between crimes and civil wrongs, there are yet certain differences which are usually, although not always, or necessarily found to exist between them. The most important of these differences arises from the application of the maxim, *actus non facit reum nisi mens sit rea*. In considering whether an act is a crime or not it is almost always necessary to consider what was the intention with which the act was done. "The mere act done is seldom in itself sufficient to determine whether it constitutes a crime, and therefore the distinction between acts which are merely wrongful, and as such may be the subject of civil proceedings between individuals, and those which are properly subject to the criminal law for the protection of the community, must usually depend upon the intention of the offender." Even in civil proceedings it is sometimes necessary to consider the intention with which an act is done, as in the case of an action for fraud or deceit, and in some other actions; but usually the mere act done is sufficient to determine whether it is a civil wrong or not. This has been well illustrated by the following example:—"A man who takes a horse from the owner's stable without his consent, may intend to despoil him of it, and fraudulently to appropriate it to his own use, in which case he is guilty of theft, or he may intend to use it for some temporary occasion of his own, and then return it, in which case he commits a trespass only; or he may take it as a distress for rent, due from the owner, in which case he is justified by the law. In each of these cases the act done is the same, and it is merely the intention of the offender which determines whether it shall be the subject of civil or criminal cognizance, or whether it be altogether an innocent action." If the person taking the horse did so in the *bonâ fide* belief that it belonged to him, and that he was the owner of the animal, he could not be proceeded against criminally, as he would not have that intention of depriving the owner of his property which is required by the criminal law to constitute the crime of theft, but he might be sued in an action of trespass by the owner of the horse, and in such an action this belief in the justice of his act would be no defence whatever as in trespass the intention is not in question, but only the act done.

A criminal intent may be either active or passive. In every case of intentional wrong, where a person wills the production of a consequence forbidden by the criminal law, the mind is actually in fault, and there is a criminal intention. There is also a criminal intention "where the mind is as it were negatively or passively to blame, and where hurt or damage results from want of exercising sufficient caution. But although mental blame be imputable in either of these cases, that is whether the injury be intentional or result from neglect to exercise due caution, there is a great difference in respect of the *degree* of blame between a direct and a malevolent intention to injure, and the mere want of caution sufficient to exclude mischief."

(*To be continued.*)

## RECENT DECISIONS.

### EQUITY.

SPECIFIC PERFORMANCE—TIME OF THE ESSENCE OF THE CONTRACT.

*Tilley* v. *Thomas*, L.L.J. 16 W. R. 166, 3 L. R. Ch. 61.

In this case, in which the Vice-Chancellor Stuart had decreed specific performance of a contract for the purchase of a lease of a dwelling house, the decree was reversed on appeal on the ground that, one of the terms of the contract being that possession was to be given on a certain day, "posession" in such a case meant possession with a good title shown, and the vendor although he had offered to deliver up corporeal possession of the property on the day

specified, had not then made out a good title. The evidence showed that the house had been wanted by the purchaser for repairs and improvements with a view to his own immediate residence, and Lord Cairns therefore held that it would be inequitable to interfere with or modify the legal rights of the parties. The way in which the same result would have been generally expressed would have been by saying that time was, under the circumstances, of the essence of the contract; but the Court evidently attached some importance to the form in which their decision was stated, which we shall best explain by the help of the following passage from the judgment of Lord Justice Rolt:—"Now, as a matter of construction merely, I apprehend the words must have the same meaning in equity as at law. The rights and remedies consequent on that construction may be different in the two jurisdictions, but the grammatical meaning of the expression is the same in each; and if this be so, time is part of the contract, and if there is a failure to perform within the time the contract is broken in equity no less than at law. But in equity there may be circumstances which will induce the Court to give relief against the breach, and sometimes even though occasioned by the neglect of the suitor asking relief. Not so at law. The legal consequences of the breach must there be allowed strictly to follow. The defendant is entitled to say that the contract is at an end, and it is in this sense, I apprehend, that in such cases it is said that time is of the essence of the contract at law, though not necessarily so in equity."

Those among our readers who are familiar with this branch of the law as to specific performance, will remember that Lord Cranworth, when Vice-Chancellor, adopted, in *Parkins* v. *Thorold*, 2 Sim. N. S. 6, the same view as to the identity of the construction of the contract in equity and at law, but carried the reasoning to what he thought to be the legitimate conclusion, that a court of equity had no jurisdiction to alter the agreement between the parties, and could only give relief where the parties had dealt together on the footing that the specified time was not material. When the same case came before the Master of the Rolls on the hearing, he dissented from that view (16 Beav. 66), considering that a court of equity distinguished in cases of contract between that which is matter of substance, and that which is matter of form, and a similar case (*Roberts* v. *Berry*, 16 Beav. 31), having been taken to the court of appeal, Lord Justice Turner also held (3 D. M. G. 284) that the court would look at the substance, and not at the mere form of a contract, and would consider the stipulations as to time as inserted only for the purpose of giving legal rights. To the same effect is the following passage from the judgment of Lord Justice Knight Bruce, in *Wells* v. *Maxwell*, 11 W. R. 842, "it has been for many generations the practice of this court, in cases of specific performance of contracts to buy land, to disregard to a great extent the provisions made in such contracts, as to the time of settlement," and to go back to an earlier case, still, we believe, treated as an authority, we find Baron Alderson, in *Hipwell* v. *Knight*, 1 Y. & C. Ex. 415, asserting it to be a principle of a court of equity to examine the contract, not merely as a court of law does to ascertain what the parties have in terms expressed to be the contract, but what is in truth the real intention of the parties, and to carry that into effect.

It is perhaps not very important whether a court of equity interferes in these cases, because it interprets the contract differently from a court of law, or by virtue of a jurisdiction, by which it overrides the contract, and we do not propose to pursue the subject; but we may notice that while there are serious objections to the former hypothesis, it is not easy to see under what head of equity the right to interfere can be classed if the latter is adopted, for except in some instances where a deposit might be forfeited, the jurisdiction can hardly be compared with that recognised in the cases of bonds and mortgages, which proceeds on the principle of relief against penalties and forfeitures, and disregards the intention of the parties, however distinctly expressed. Indeed, but for the recent case, authority seems rather in favour of the former. In either case there is no doubt that the nature of the property, and all the circumstances of the transaction, will be taken into consideration, and relief seldom be granted, except in cases of contracts for the sale of land, where, from the peculiar difficulties connected with title, it would often be a hardship to tie down the vendor strictly to time.

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### Bill Filed to Impeach a Decree—Plea of the Decree.

*Pearse* v. *Dobinson*, 16 W. R. 160.

At first sight it appears rather odd that, a bill having been filed to impeach a decree made in a former suit, the decree impeached should be pleaded in bar, and the maxim *non potest adduci exceptio ejusdem rei cujus petitur dissolutio* seems to rise up in judgment against such a proceeding. The explanation is simply, that the bill stating the decree and the grounds upon which it is impeached; the defendant, in his plea, avers the decree, and couples with this averment a denial of the charges by which the bill seeks to invalidate the decree. If, when these allegations and counter-allegations of the plaintiff and defendant are weighed against each other, the plaintiff's allegation be not established, then the defendant's plea of the decree remains with no evidence to impeach it, and consequently prevails. If, however, the statement in denial by which the plea is accompanied is disproved by the plaintiff, the plea of the decree, being then left standing alone, becomes nugatory. It seems formerly, however, to have been thought a moot point, whether averments negativing the charges of fraud by which the plaintiff seeks to impeach the decree were or were not necessary to a plea of the decree. There must, however, have been some misconception upon the point, for without such averment no issue would be raised. It may be taken for granted that such a plea must be accompanied by these averments: and this being so, the apparent hardships vanishes.

Of course the defence thus raised by plea or by plea accompanied by answer, might also be raised simply by answer; but it may sometimes be convenient for the defendant to resort to the mode by plea. If the case be one of much complication and the plaintiff's title to the original subject-matter of the two suits be mixed up and entangled with the circumstances alleged by him as invalidating the decree, the defendant's object will be to negative the charge of fraud by which the plaintiff seeks to re-open the old decree, and at the same time to keep off the carpet the title which the plaintiff wants to have re-opened, and thus where the two sets of circumstances are mutually entangled, it may be convenient to plead instead of simply answering.

In all the text books upon chancery practice it has been laid down for many years that *a decree must be signed and enrolled before it can be pleaded in bar of a suit*, though it may be insisted upon by way of answer;—this statement was taken verbatim from the head note to the report of *Kinsey* v. *Kinsey*, 2 Ves. Sen. 577, identical with *Anon.* 3 Atk. 809. Vice-Chancellor Kindersley, in his judgment in the present case, examined the rule thus laid down, and very clearly disproved it by showing as follows:—In Lord Talbot's time, when *Kinsey* v. *Kinsey* was determined, it was not, as it is now, the rule to hear a bill and cross-bill almost invariably together; the practice was to hear the suits separately, and the unsuccessful suitor in the first-heard suit obtained a *careat* to prevent the decree in that suit from being enrolled for forty days. *Kinsey* v. *Kinsey* was a case of bill and cross bill, and the decision amounted, in the Vice-Chancellor's opinion, to a mere ruling that where the bill had been heard before the cross-bill the decree was not to be pleaded to the cross-bill. Lord Chelmsford expressed no

opinion upon this point, affirming his order upon another ground, and the proposition therefore stands, upon the authority of Vice-Chancellor Kindersley, that a decree *can* be pleaded in bar of a suit, although not signed and enrolled.

## COMMON LAW.

### Evidence—Unstamped Deed under Bankruptcy Act, 1861—Act of Bankruptcy.

*Ponsford* v. *Walton*, C. P., 16 W. R. 363.

When a document requires a stamp in order to complete its validity, it is not, generally speaking, admissible in evidence without a stamp. There are, however, certain cases in which an unstamped document may be made use of for collateral purposes, although not admissible in evidence to establish the right, of persons claiming under it. For instance, an unstamped instrument may be put in evidence to prove forgery in a criminal case. A direct conflict between two decisions of Lord Westbury has caused some doubt as to the admissibility of an unstamped deed under the Bankruptcy Act, 1861, in order to prove an act of bankruptcy. In *Ex parte Wensley* (11 W. R. 241), it was decided that such a deed was admissible for that purpose. In *Ex parte Potter* (13 W. R. 189) the same judge held that such a deed was not admissible to prove an act of bankruptcy. The former of these two decisions has generally, we believe, been considered the sounder of the two, and the most in harmony with the previous authorities. In accordance with this view, the Court of Common Pleas has followed *Ex parte Wensley* in deciding *Ponsford* v. *Walton*, in which this point was raised. For the future, therefore, there can be no doubt that an unstamped deed under the Bankruptcy Act, 1861, is admissible in evidence to prove an act of bankruptcy by the person executing it.

### Marine Insurance—Valued Policy—Notice of Abandonment.

*Baker* v. *Janson*; *Potter* v. *Campbell*, 16 W. R. C. P., 339.

The difference between a valued and an open policy of marine insurance, is that under an open policy in case of loss the assured must prove the actual value of the subject of the insurance; under a valued policy he need never do so except in the case of fraudulent overvaluation. In *Barker* v. *Janson* an underwiter attempted to extend this exception to a case where there had, without any fraud, been a considerable overvaluation of a vessel. The policy was effected after the vessel had been so injured as to be a constructive total loss, but the fact was not known to the assured at the time when the insurance was effected. It was held that this was no ground for opening the policy as it is called, and that the assured was entitled to recover the whole amount named in the policy, although that amount was very much beyond the real value of the vessel at the time the policy was made. Of course an exorbitant valuation may be evidence of fraud, or that the parties did not act in good faith, or of a wagering contract, but except as such evidence the fact of an overvaluation does not affect the contract of insurance.

*Potter* v. *Campbell* was argued at the same time, as it arose out of the loss of the vessel, whose insurance was in question in *Barker* v. *Janson*. In *Potter* v. *Campbell* the rule as to the time for giving notice of abandonment was discussed, and the plaintiff was there held to have delayed too long before he gave his notice. The rule as to giving notice of abandonment is thus laid down in the judgment of the Court—"This is not a question of hours, or even of days, but whether there was substantial delay, out of the ordinary course of maritime affairs. We do not go on the mere lapse of time; we must look for something more substantial in order to see whether the delay, will excuse the underwriter. I think this argument may well be stated as one which recommends itself by its equity, that not only all the reasonable and ordinary incidents of a maritime adventure may be taken into account in determining the question of what is reasonable time, but also, you may in each particular case, against the underwriter, take into account all the consequences that flow from the damage upon which the question arises." Applying this rule, the Court held upon the particular facts of the case, that the plaintiff had delayed too long to be entitled to recover as for a constructive total loss.

### Fire Insurance—Explosion—Gas.

*Stanley* v. *The Western Insurance Company*, Ex., 16 W. R. 369.

Although questions which turn upon the precise meaning of a particular word have usually but very little interest, there are yet cases in which a decision upon the construction of a phrase or the signification of a word is important in consequence of the word or phrase being adopted as a common form in some well-known class of instruments. Decisions, therefore, upon the meaning of bills of lading, of charter-parties, and of policies of insurance, and of some other similar instruments, are sometimes nearly as important as a decision upon the construction of a section in a statute. In the case of *Stanley* v. *The Western Insurance Company* the Court of Exchequer had to declare the meaning of the word "gas." A clause in a policy of fire insurance provided "neither will the company be responsible for loss or damage by explosion except for such loss or damage as shall arise from explosion by gas." Damage was caused by an explosion of a certain kind of gas which is generated during the process of extracting oil from shoddy. The Court held that "gas" meant only gas used for illuminating purposes, and that as the explosion was in this case clearly caused by gas which was not of this kind, the defendants were protected from liability by the clause we have noticed. There was another point in the case, but it is not of sufficient importance to merit notice here.

### Bankruptcy Act, 1861, s. 192.

*Bailey* v. *Bowen*, Q. B., 16 W. R. 396.

Probably no statue that has ever been passed in England, not even excepting the Statute of Frauds, has contained a clause so fruitful of litigation as section 192 of the Bankruptcy Act, 1861. There have been, doubtless, more decisions upon the 4th and 17th sections of the Statute of Frauds, and perhaps, also, upon one or two sections in other old statutes, but the litigation upon this section of the Bankruptcy Act, 1861, has all taken place within less than seven years. The question under section 192, which has been, perhaps, most frequently before the courts, is whether the provisions of a deed, executed and registered under that section, are reasonable. The Courts held, very soon after the passing of the Act, that although a deed was duly executed and registered under section 192, and was assented to by the requisite majority of creditors, it was not binding upon a non-assenting creditor, unless it was reasonable. The Courts have found very great difficulty in carrying out this view of the construction of the statute. It may easily be imagined that no court could well have a more difficult task than to decide, long after the winding-up of an estate, without any evidence at all as to the assets, liabilities, creditors, &c., of the debtor, what were and what were not reasonable provisions in an agreement between an insolvent and his creditors. Of course, if the assenting majority of creditors obtained any advantage to themselves over the non-assenting creditors, that would be at once a ground for deciding that the deed was invalid as against such non-assenting creditors. When, however, all the creditors are in precisely the same position, it seems a most reasonable presumption that what the majority of the creditors have thought most reasonable should, in the absence of any fraud, be so considered by the Court.

Notwithstanding the early decisions to the contrary, there has of late been a tendency to hold the provisions of a deed under the Bankruptcy Act, 1861, to be reasonable when there is neither inequality nor fraud.

At last this view seems to be finally established, both in equity and common law. In *Kings' case* (*Re the Richmond Hill Hotel Company*, 16 W. R. Ch. 57), Lord Cairns said in his judgment, speaking of the deed in that case, "it has been contended that the contract contained in the deed is unreasonable, because it gives to the creditors no more than they would have been entitled to if the deed had not been executed. It is not, however, the duty of the court to inquire whether there is any unreasonableness in a bargain made between a debtor and his creditors, but merely to see whether there is any inequality between the different creditors, or any ingredient of fraud. If there is no inequality in the provisions of the deed, and nothing fraudulent in the transaction, then, whether wisely or unwisely, the law has provided that the minority of the creditors is bound by the majority." In *Bailey* v. *Bowen* the Court of Queen's Bench, cited with approval this decision of Lord Cairns, and they say, "the reasonableness of the provisions of a deed is a matter for the determination of the creditors . . . we think we are not called upon to decide on the reasonableness of the provision in question in this case, there being no inequality between the plaintiff (a non-assenting creditor,) "and the assenting creditors."

The law, therefore, now seems to be, that the reasonableness of the provisions of a deed under section 192 of the Bankruptcy Act, 1861, is no more to be discussed, unless there is either inequality between the assenting and non-assenting creditors or fraud. A question may yet arise as to the meaning of "fraud" in a case of this sort. It has been decided that secured creditors are to be counted in ascertaining the value as well as the number of the majority necessary to make a deed valid under section 192. It is possible that the majority might consist chiefly or entirely of secured creditors, who might without any fraud in the usual sense of the word, assent to a deed much more unfavourable to the unsecured minority, than the minority might have otherwise obtained. It is to be presumed that such a deed would not bind the non-assenting creditors, and yet here there would be neither fraud nor inequality.

Such a case as this, however, although possible, is not very likely to arise, and the effect of the decision of *Bailey* v. *Bowen* will probably be to prevent much litigation, which, but for such a decision, would certainly have taken place.

## REVIEWS.

*Abbott's Law of Merchant Ships and Seamen. Eleventh edition.* By WILLIAM SHEE, one of the Justices of the Court of Queen's Bench. London: Shaw & Sons.

Abbott's Law of Merchant Ships and Seamen has been the standard book on the law of merchant shipping for more than half a century. It is now upwards of sixty-six years since the appearance of the first edition, and since then the work has expanded from a small octavo volume to its present bulk. It now comprises, besides fifty pages of contents and table of cases, upwards of 600 pages of text, and nearly 500 more of appendix devoted to the statutes, regulations, and index. The popularity of the book is too well known to need comment; five editions were called for during the lifetime of Lord Tenterden; the task was then committed to the hands of the lamented author of the present edition, by or under whose supervision six subsequent editions, including the present, were prepared. The reader who bears in mind the number of Acts of Parliament relating to merchant ships and seamen passed within the period of time represented by these six editions, and the elucidation which the law upon the subject has during the same period received from a vast number of reported decisions, will be in a condition to appreciate the alteration which the form of the work has necessarily received. Chapters on Passengers in merchant ships, Collision, Maritime liens, and other subjects have been added, and upon various topics which it is needless to specify here, the repeal of old Acts, and the enactment of new ones, and the development of case law, have rendered it imperatively necessary that departures should be made from the plan of the original volume. It is, however, noteworthy, as an instance of the value of the early editions, that, in no instance, as we learn from the preface, has the law, as laid down by Lord Tenterden, been conclusively questioned. The last edition, the tenth, appeared in 1856, and since then the subject has received many very important additions of both statute and case law.

Whether it is in itself a judicious proceeding to continue the reproduction of new editions of a very old text-book is, at least, questionable; the answer must depend to some extent upon the nature of the subject; but if the subject be one which has undergone much development and alteration, it would probably be best to compile an entirely new work, unfettered by the arrangement of the earlier one, rather than to patch and alter the old framework. The reader would certainly be a gainer as regards good arrangement and perspicuity, and it is doubtful whether the author would undergo any severer labour. If the learned editor of the present edition of Abbott on Shipping had thrown aside the framework which he found ready to hand, and set himself to compose an entirely new treatise with merely the aid of the old one, he would probably have produced a far more serviceable and better arranged work than the volume which now lies before us. While, however, editions of this kind are open to this objection, there are many causes at work which in practice favour their production. The old members of the profession will have grown up with the old text-books in their hands. They naturally therefore extend a welcome to a new edition of their old instructor, when they would not care to purchase a treatise compiled upon an entirely new and alien plan.

Here, however, we have before us the eleventh edition of Lord Tenterden's work, and, taking it as it stands, we have no hesitation in pronouncing it an edition which will be most valuable to the profession. It bears testimony of much laborious research, and the notes are particularly valuable and replete with information. The subject has been carefully and exhaustively gone into, and the result is an edition which will be very useful. As an instance we may refer to the chapter on Salvage as likely to be particularly serviceable. The reader who is at all familiar with the difficult subject of general average will recollect the case of *Kemp* v. *Halliday*, 14 W. R. 697, 1 L. R. Q. B. Ex. 520, in which the Exchequer Chamber held, affirming a judgment of Blackburn, J., that the expense incurred by a shipowner in raising an accidentally submerged ship and cargo was to be deemed a general average outlay. Sir William Shee dissented from the judgment originally delivered in the Queen's Bench, and in an appendix to the volume before us is added an account of this case, with very valuable notes. It is rather to be regretted that while departing as he did, to some extent, from the original plan of Lord Tenterden's work, the able and lamented editor of the present edition did not devote a special section to the difficult subject of the law applicable to mortgages of foreign or foreign-going ships, discussing the conflicts which occasionally take place in these difficult cases between English and foreign law.

The work, however, contains an enormous and comprehensive mass, which will be very serviceable, and, indeed, the reputation of the editor would have been a sufficient guarantee for its value. Since the issue of the volume the work has derived a melancholy interest from the loss which the nation has sustained by the death of Sir William Shee, of whom it is not too much to say that no judge has ever been more universally or affectionately regarded both by the public and the profession.

Monday will be Commission Day at Kingston-upon-Thames, when the Assizes will be opened with the customary formalities. There appears to be every probability of a good sprinkling of business, and the special juries entered up to the present time are numerous. No finally accurate estimate, however, can yet be formed, as there may be many withdrawals, and causes may be entered up to late on Monday night. The official cause list will be printed on Tuesday, and will be ready for delivery about two o'clock on that day.

## COURTS.

### COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, March 19, 1868.

| L. C. | | L. J. | | M. R. | | V. C. S. | | V. C. M. | | V. C. G. | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| AP. | AP. M. | AP. | AP. M. | C. | P. | C. | P. | C. | P. | C. | P. |
| 2 | 1 | 9 | 3 | 13 | 11 | 3 | 16 | 14 | 13 | 19 | 6 |

LORD CHANCELLOR.

March 14.—*Lawton v. Price.*

*Costs of appearance on motion to withdraw petition of appeal.*

The plaintiff in this suit had filed a petition of appeal. His solicitors subsequently gave the defendants notice of his intention to take proceedings for withdrawing the petition, and offered to pay any costs incurred by the defendants. The solicitors of the latter replied that they should not object. Notice of motion for leave to withdraw the petition was given.

*W. Morris* now moved for leave to withdraw the petition of appeal.

*Dumergue* and *F. H. Colt*, for defendants, did not oppose, but asked for costs.

Lord CAIRNS, C., said an order must be made on the motion as of course, but without anything being said in it about these costs. The defendants having declared that they had no objection to the withdrawal of the petition, the order might have been taken on an affidavit of service of the notice of this motion. There was no occasion for the defendants to instruct counsel to appear.

### COUNTY COURTS.

UTTOXETER.

(Before W. SPOONER, Esq., Judge.)

March 13.—*Shreeve* v. *Charlesworth; Charlesworth* v. *Shreeve.* 15 & 16 *Vict. c.* 54, *s.* 10—"*Attorney acting generally in the action.*"

These were cross actions for breach of contract.

*A. R. Jelf*, of the Oxford Circuit (instructed by Messrs. Landor, Gardner, & Landor, of Rugeley), appeared for Mr. Charlesworth, and Mr. Samuel Leech, of Derby, for Mr. Shreeve.

On the cases being called on, *Jelf* objected to Mr. Leech being heard on behalf of Mr. Shreeve, as not being within the terms of the statute 15 & 16 Vict. c. 54, s. 16, "an attorney acting generally in the action, but not an attorney retained as an advocate by such first-mentioned attorney." Personally he could have no objection to Mr. Leech conducting the cases, but, as a member of the bar, as well as of a committee recently appointed by a very large meeting of barristers held in London, to consider the position of the bar with reference to the new County Court Act, he felt bound to insist on the provisions of the Act, which were passed for the protection of the bar, being complied with. Members of the bar were perfectly ready to meet gentlemen in the other branch of the profession in the county courts, when those gentleman were really *bonâ fide* the attorneys managing the cases, but when one attorney was managing the case, and another was brought in to act as advocate, the spirit as well as the letter of the Act were manifestly infringed. The words of the section were clear, and had already been recently so construed by Mr. Lonsdale, the County Court Judge at Tunbridge Wells. A report of the decision appeared in the *Law Journal* of the 10th of January last; and this was a stronger case than that, because the attorney, whose claim to appear was disallowed, was managing clerk for the attorney who had conducted the proceedings throughout, and was therefore, in a sense, "an attorney acting generally in the action;" whereas here Mr. Leech was an independent attorney, who had nothing to do with the cases originally. The real solicitor in this case was Mr. Perks, of Burton-on-Trent, who had throughout corresponded with Mr. Charlesworth's attorneys with respect to these actions, and had actually given them a written notice to produce certain documents therein as lately as last Monday. No intimation of any change of attorneys had been given to Mr. Charlesworth, or his solicitors. Under these circumstances, he submitted that Mr. Leech could not be heard.

Mr. Leech contended that he had a right to appear, as Mr. Shreeve had taken the cases out of Mr. Perks's hands and placed them in his last Monday.

Mr. Shreeve, on oath, stated that it was so, but admitted having originally employed Mr. Perks, who had written the letters above referred to on his behalf. The particulars of Shreeve's demand were not signed by anyone.

Mr. SPOONER, upon these facts, and in the absence of any evidence of grounds for change of attorneys, held that, the objection having been taken, the Act of Parliament rendered it imperative on him to decline to hear Mr. Leech, as Mr. Perks, and not Mr. Leech, was the "attorney acting generally in the action."

Mr. Shreeve, in person, then applied for an adjournment, which *Jelf*, on the part of Mr. Charlesworth, agreed to on payment of costs.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

March 17.—*Johnson* v. *Rooks and Others.*

*An attorney's clerk "suggesting" the sale of private evidence taken down by him in the service of his employers, subject to instant dismissal, and to forfeiture of wages due.*

The plaintiff, Mr. John Henry Johnson, a short-hand clerk to Messrs. Rooks, Kenrick, & Harston (solicitors), claimed one week's wages, and a week's wages in lieu of notice. He had been dismissed suddenly on a Thursday, his week being up on the Saturday following. He sued for the wages of that week and the succeeding one, but had deducted a sum of £1 10s. as a balance due to his employers for money lent.

Mr. Kenrick, one of the defendants, cross-examined the plaintiff, when he admitted that he had been employed to take down in short-hand some evidence of a co-respondent in a divorce case, and when he had finished he suggested in the office that the attorneys for the petitioner would give something handsome for the information he had become possessed of. He also admitted that he had said he could get £10 for the information, but denied that he had actually received anything.

Mr. Kenrick said he had evidence to prove that the plaintiff had offered a copy of his notes to the attorneys on the other side, but to their credit, they had indignantly refused to obtain assistance for their client by such dishonourable means.

MR. PITT TAYLOR said the plaintiff's admission of having "suggested" was quite sufficient without further evidence. The judgment must be for the defendants, with costs of their witnesses, payment to be made forthwith.

The defendants had brought a cross action for the money admitted to be due to them, and the judge at once made an order for payment, Mr. Kenrick adding that his firm were so indignant at the conduct of Johnson that they intended to enforce the uttermost farthing.

SHREWSBURY.

(Before J. W. SMITH, Esq., Judge.)

*Lloyd* v. *Preece and Parker.*

*Sale by auction—Misrepresentation—Costs.*

The plaintiff and the defendant Parker were farmers, and the defendant Preece was an auctioneer who had sold a quantity of farm stock and produce for the defendant Parker.

The plaintiff complained that the defendants advertised and put up for sale by auction, on the 18th of November, 1867, at the Cotons Farm, a certain quantity of beans and peas, namely a stack of capital beans and peas, estimated at about 240 bushels, the defendants well knowing that such stack did not contain the quantity so stated, of which said stack the plaintiff was the purchaser at the sum of £74, believing such description to be correct. Whereas, in truth, the stack only contained 72 bushels; and, instead of being capital in quality, a considerable quantity of it was unfit for market.

There was also a second count for money had and received to the defendant's use.

Mr. Craig for the plaintiff.

Mr. Chandler, for the defendants, contended that in order to sustain this action the plaintiff must prove (1) that the re-

presentations of the defendants were false in fact; (2) that it must be within the knowledge of the defendants that those representations were false; and (3), that it was the false representation which gave rise to the contracting of the other party.

The authorities relied on were *Taylor* v. *Butler*, 20 L. J. Ex. 21, and Addison on Torts, 2 ed.) 758.

After hearing the evidence, which was very lengthy, and somewhat contradictory.

Mr. J. W. SMITH, after taking time to consider, said there must be judgment for the plaintiff as the defendant had peculiar means of information in the case of the sale of the stock that the plaintiff had not. When he described the stock as one of capital beans and peas estimated to produce 240 bushels, he put forth statements which were quite contrary to truth. He distinctly wished to say that he quite and most entirely acquitted the defendants of any actual fraud, and as character was of infinitely more value in this case than money, he thought it only right towards these defendants to say distinctly that he acquitted them of anything like fraud. They had, however, promised to sell a stack of capital beans and peas, whereas, according to the evidence, there was a great amount of rubbish in it. The defendant Parker had peculiar means of knowing the state of the field of which the stack was the produce; he saw the stack made and may have known that it was made up of a small quantity of peas and beans, and the rest things of inferior quality. Under all the circumstances he should give judgment for the plaintiff for £30 and costs.

Mr. Chandler said he understood his Honour's decision to be for the plaintiff, but it was in fact a judgment for the defendant, and with all respect he must say that it would be his duty to carry the case to a higher Court.

Next day his Honour, on taking his seat, said that since the conclusion of the trial he had very carefully read over his notes, and had also re-read the passages from his own manual bearing upon the question. He was perfectly satisfied that he was right in the judgment he had given, and he could not conceive a more monstrous proposition than the reversal of that decision would involve. If it once got into the text books it would not end in that court. As to the manner in which the costs were to be borne, the law gave him authority to apportion them as he thought right, and he thought they should be borne wholly by Mr. Parker. As he had said on the previous evening, he considered character of much more value than money, and he entirely acquitted the defendants of fraud. But fraud was of two kinds, actual and constructive, a distinction which was recognised in courts of equity if nowhere else. He acquitted them of actual fraud, and he acquitted Preece of constructive fraud also. If there was any blame attaching to him, it was that he sent the plaintiff out of his room in too summary a manner. But Mr. Preece also complained that his conduct was offensive. As to the other defendant, he considered him guilty of constructive fraud, and upon him should fall the burden of the costs.

His Honour then asked Mr. Chandler to repeat the three propositions he had quoted in his first address as necessary for the sustaining of this action, which he did as given above in his first address. His Honour said he quite agreed with him on all three propositions.

## ASSIZES.

### BEDFORD.

March 13.—BRAMWELL, B., in charging the Grand Jury, made the following remarks:—"I have now concluded what I had to say on the subject of your duties. I hope I may be permitted to pay a tribute of respect to the memory of a gentleman who resided many years close to this town, and whom we lost but a few days back—I mean Lord Wensleydale. No greater lawyer and judge ever sat on the Bench: his supremacy, I venture to say, was acknowledged by his brethren and the Bar. No labour and pains were too great for him in the discharge of his duty, and in doing justice according to law. He loved the law, and, like others who do so, looked with some distrust on proposals to change it. But, when changed, no one could more earnestly labour to make the changes work well. This I can speak personally of from the assistance I know he gave to the good working of a change I had some share in bringing about. But besides this, he was invariably kind, particularly to young men. The most unknown and friendless person he listened to with as much attention as to the most distinguished Queen's Counsel, encouraged him to say what he had to say, and commended him when he had acquitted himself well. While I remember his kindness to me and others, I shall ever have an effectionate veneration for his memory."

## GENERAL CORRESPONDENCE.

Thanks for "F. P. G.'s" correction.

### LEGAL EDUCATION—PRACTICE.

Sir,—The common law lectures and classes at the Incorporated Law Society's Hall have now concluded, and I think it is agreed on all sides that they have not only been a marked improvement upon the previous ones held at the same place, but also a decided success in themselves. Will you, then, allow me to make, through the medium of your valuable columns, a suggestion to the Incorporated Law Law Society which, if carried into effect, would, I am persuaded, prove an inestimable boon to the articled clerks, and would be readily recognised as such and taken advantage of by them.

My proposition is for the formation of classes for the acquirement of a thorough knowledge (practical as well as theoretical) of common law. They would differ from the present system of instruction (which they would supplement, *not* supersede) in this: that whereas, by the present method, the primary object is *law* as distinguished from practice, by the method I propose the primary object would be *practice* as distinguished from law. I mention common law only, but there is no reason why the scheme should not be extended, so as also to include, chancery, criminal, bankruptcy, and county court practice.

One of the greatest difficulties an articled clerk has now to contend against and overcome is the attainment of the *practical* knowledge I have alluded to. If he merely consults a book on the subject, the information he gains therefrom is, as a rule, very meagre, as compared to what he requires. I do not find fault with the books; this defect is owing to no want of skill on the part of the writers, but to the inherent difficulties of the subject. He is unable to ask the clerks in the office, because it invariably happens he is only asked to do something when every one else is too much occupied to do it, and if they are to go through a long detail to the pupil, they had far better do it themselves in the first instance. So the unfortunate articled clerk goes about something that he has a very vague notion how to accomplish, and if he manages to get through the matter without a blunder he is certainly a very lucky fellow.

Let us suppose, for instance, that (before the new rules) a pupil had been asked to attend a simple summons for time to plead. He enters judges' chambers for the first time. He manages to fish out his opponent (a circumstance by no means probable), who agrees to give him the time he wants, and thereupon endorses on the summons his consent in these words: "Take eight days—X. Y., Plaintiff's Attorney." The tyro returns, as he thinks, triumphant; but how is he astounded when he is told he has lost the costs of the attendance by not having had inserted those three little words "as per judge."

An error of this kind can no longer arise; but the example will serve equally well to illustrate my meaning, and will show the great utility of a system by means of which a learner might gain all experience without the liability that continually attends him now, viz., of causing great trouble, inconvenience, and even actual pecuniary loss, by some slight omission or oversight that no resonable being should feel surprised at his committing.

The *modus operandi* should be:—First, let the Law Society retain a competent gentleman or gentlemen, to whom should be confided the conduct of the classes. The reader divides the class into two equal divisions, (1) Plaintiffs, (2) Defendants. To each plaintiff he delivers written instructions (each differing from the other) for an action, much in the style a client would give who was unable to see his attorney personally. To each defendant the reader at the same time delivers corresponding defences, written in a similar manner. The class separates; each member taking care first to procure his opponent's address. The members issue writs, enter appearances, plead, and demur, in precisely the same manner as in an actual action, excepting, instead of a writ being sealed, and affidavits, &c., stamped, the student should endorse upon them in red ink the amount of the stamp or

seal, together (in the latter case) with the address of the office where, in case of a real action, such seal would be impressed. All interlocutory proceedings should be taken before the reader on particular days set apart for that purpose.

Let us suppose the cause is now ready for trial. Notice of trial; notices to inspect, admit, and produce have been given; subpœnas served and briefs delivered. The parties attend at the class-room which now represents the Court in Banco, at Nisi Prius, or the sittings, as the case may require; the reader or readers forming the Court. The students appear as advocates (having first properly obtained leave to do so), the cause is argued and decided, and afterwards the costs are taxed, judgment signed, and the action concluded, unless an appeal is desired, which (if so) should be conducted in the same manner as the original cause. From the commencement to the end the proceedings should be as closely similar to those of an actual action as the circumstances of the case will admit. The classes should meet frequently throughout the year, except in the vacations.

Perhaps to some of your readers my scheme may appear frivolous, little better than child's play, a mere game at lawyers. If there be any such, I would remind them that these classes, if established, would be exactly analogous to dissecting classes familiar to medical students, debating societies, sham fights and rehearsals in connection with military and theatrical affairs, all of which, it must be allowed, are of the greatest utility—some, indeed, of absolute necessity—to the acquirement of the different arts to which they respectively relate. I would remind them further of the common proverb about practice, for certainly it nowhere holds so true as in the attainment of the knowledge requisite for the practice of the profession of an attorney. Nothing can supply the place of experience. This must be granted by all. How then, I ask, can a young man better attain this experience than by prosecuting and defending feigned actions with his fellow pupils, in doing which he is freed from the terror of the consequences of any error he may chance to commit; by which he can go through an infinitely greater number of suits than he possibly can at present (thus proportionately increasing his experience), and by which he can select just those particular cases in which he feels himself most deficient, thus rendering his knowledge more thorough and more sound?

I am persuaded, sir, that those articled clerks who are really in earnest and mean to work, will not think any labour either frivolous or childish which leads to such a result; and I think that, if classes of the kind I have described thus hastily were once fairly started, there would be found plenty of clerks ready to give them their hearty support.

I address myself in the first instance to you, sir (instead of to the Law Society, as might seem more consistent), because I desire to obtain the opinion of the articled clerks themselves upon the subject, for without their cordial co-operation every attempt of this kind must, of necessity, fail.

Apologising for the length this letter has grown to (far greater than I intended when I commenced it), I beg to inclose my card, and to subscribe myself

AN ARTICLED CLERK.

P.S.—I find, on reading this, that I have scarcely expressed myself with sufficient accuracy and perspicuity in the second paragraph, I contrast knowledge of practice with knowledge of theory. I speak of the end, aim, and object of the teaching, of its *result*. I should rather have directed attention to the *means* by which that result is obtained. The present system of instruction (as far, at least, as the lectures and classes are concerned) is purely *mental*. I would make it *practical* as well. A painter would never acquire his art if he only read books. He takes a piece of canvass, and he daubs away until he can produce something like a picture. I would give a clerk *his* materials (his pen, ink, paper, and "Archbold's Chitty") and set him to work until he was thoroughly competent to sue and defend every ordinary kind of action.

[We do not underrate the importance of "*practice*," when we say that "law" is, as regards legal education, of "primary" importance. Until a student has obtained a grip of the principles of law it would be waste of time to devote too much pains to minutiæ of practice. Possibly our correspondent's plan might be carried out in the chambers of a private instructor; but we do not think it would be fitted for the public instruction of the Incorporated Law Society. We believe, too, and the experience of most of our readers will bear us out, that the information picked up in actual business is remembered long after the instruction of a lecture has been forgotten.—ED. S. J.]

## BABY-FARMING.

Sir,—The thanks of the community are due primarily to the *British Medical Journal* for the efforts it has made to throw light on the dark secrets of what is called "baby-farming," and secondarily to the *Pall Mall Gazette* for the publicity it has given in its columns to some extracts from the medical papers.

The question has passed from the doctors' into the lawyers' hands, and we shall ill-deserve credit if we cannot produce some scheme for the rectification of this terrible and mysterious phase of crime.

The Home Secretary, in speaking of the matter, said it was not the duty of the Home Office to become a public prosecutor. He was utterly and entirely right, but his answer touches the root of the matter and hits the blot.

"Baby-farming" is a phrase involving two distinct meanings:—One of them relates to an offence cognizable by the law—the other to an offence cognizable only in flagrant cases, and one which unfortunately is difficult to support by evidence.

The first offence, which is committed under the pseudonyme of "baby-farming" is simply the procuring abortion. Your medical contemporary gives proof of this in the record of certain facts which cannot be properly related in any but a medical Journal, but which are most important and the extraction of which from the reciter reflects high credit on the tact and perseverance of the Journal's commissioners.

Now, procuring abortion, as all your readers know, is a felony punishable by penal servitude for life (see the 24 & 25 Vict. c. 100, section 58). So far, therefore, on the facts being proved, there is plain sailing.

The second phase of baby-farming, however, is that in which the poor little creatures are given up by their mothers, in whom the στοργη of the very beasts of the field is extinct, to wretches who let them die. Death can be ensured by a "masterly inactivity" as well as by any overt action. Foul air, want of medical advice, neglect of clothing, feeding, and nursing, indifference to the common hygiene of infant existence—all these will do the work

Here, therefore (as this is the commonest form of baby-farming, *i.e.*, indirect infanticide), is the chief difficulty. But here, I am glad to say, we are not without some remedial measures.

In Archbold's Criminal Pleading, 16th edition, it is laid down that an indictment charging the death of a child by nonfeasance, merely in maternal duties, is bad, unless it shows that *the child is of so tender an age as to be unable to care for itself*. By implication, therefore, where this fact *is* shown, the law applies. See *R. v. Friend*, R. & R., &c. But on this point, and on the former one, the real need is that of a public prosecutor, whose business shall be to take action, to collect evidence, and to demand the full penalties of the law. That such an official is a paramount need no criminal lawyer will doubt. Will Parliament create the requisite machinery?

Ringwood, March 17. W. R.

## NOTIFICATION OF UNDER-SHERIFFS' APPOINTMENTS.

SIR,—I wish to corroborate the observation of your correspondent Mr. Miller, upon the extreme inconvenience occasioned to the profession by their not being made aware of the appointments of new under-sheriffs. I am sure that scores of your readers must have experienced the same inconvenience; it seems one which might be very easily obviated.

A. B. C.

## AUTHORITY OF COUNTY COURT JUDGES' DECISIONS.

Sir,—Now that our Courts are continually called upon to decide important questions of law, it will be as well to understand clearly what authority, if any, the decision of a judge of one County Court should have when cited in another County Court, I observe that like doctors the judges of County Courts appear to "differ" considerably on various points. For instance, an instance was noted not very long since in your columns in which four or five judges delivered alternately opposite decisions as to the effect of a composition deed upon the judge's ordinary power of committal for non-payment. I believe the Master of the Rolls once said that he considered himself bound by the decision of a court of co-ordinate ju-

risdiction with his own. It is plain that the County Court judges do not hold this view as to their own decisions. I should be glad to know the precise value of a County Court decision, if cited in another County Court. LAW.

[We apprehend that a county court decision cited before another county court judge will have practically no authority. —Ed. S. J.]

STAMPING TRADER-DEBTOR SUMMONS.

Sir,—Your correspondent "Janus" has strangely mistaken the effect of the decisions of Commissioners Holroyd and Winslow on the above subject. Commissioner Holroyd, in the case first quoted by "Janus" dismissed a trader-debtor summons because the original summons was not stamped with the seal of the Court, as required by the Act, and Commissioner Winslow, in the second case quoted by "Janus," dismissed a similar summons because the copy served did not show upon the face of it that the original summons had been sealed with the seal of the Court. The Commissioners have never decided that the copy should have the seal of the Court,—and the Registrar was quite right in refusing to stamp the copy. The proper thing to do is to make an equal copy of the summons as signed by the Registrar and to write L. S. opposite or under the copy of his signature to show that the original summons has been sealed. This is the established practice. T. E.

JUDGES CHAMBERS.

Sir,—Through the medium of your widely-circulated Journal will you permit me to call the attention of the proper authorities to the present state of things at the Judges Chambers.

On two occasions I have had the pleasure of wasting three quarters of an hour of most valuable time for the purpose of getting orders drawn up, in consequence of there being only two gentlemen left in town to perform the duties of three common law courts. The number of applicants who like myself have to wait and push their way to obtain the most ordinary summonses and orders are too numerous to calculate. I have no wish to complain of the general business connected with these chambers, and have much pleasure in bearing testimony to the very considerate and obliging demeanour of the gentlemen whose office it is to draw up some hundred summonses and orders daily, but I do think that something might be done, not only to relieve these gentlemen, but also to save much valuable time which is now wasted unnecessarily by many attorneys and their clerks. I would suggest that the summons upon which orders have been made should be handed to some gentleman with the requisite stamps, numbered by him and placed upon a file and the orders drawn up in rotation, and that at the closing of the chambers the numbers should be called out and claimed by the different attorney's clerks. C.

## APPOINTMENTS.

MR. JOSEPH KING WATTLEY, barrister-at-law, has been appointed Chief Justice of the Island of Tobago in the West Indies. The salary of the office is £700 per annum and fees.

MR. ARCHIBALD PIGUENIT BURT, barrister-at-law, has been appointed Attorney-General for the Island of Grenada in the West Indies. The appointment is worth £250 per annum.

MR. JOHN THOMAS BELK, solicitor, has been appointed clerk to the magistrates for the borough of Middlesborough in succession to the late Mr. Peacock. Mr. Belk was admitted to practise as an attorney in Michaelmas Term, 1859, and was formerly a member of the firm of Belk & Strover, of Hartlepool.

MR. THOMAS HARLAND, solicitor, of Bridlington, has been elected to the office of clerk to the Commissioners of Land Tax, Assessed Taxes, and Income Tax for that borough, in succession to the late Mr. Sidney Taylor. Mr. Harland was certified as an attorney in Hilary Term, 1854.

Mr. GEORGE TOWNEND MOORE, of Warrington, Lancaster, has been appointed a Commissioner to administer oaths in Chancery.

Mr. HENRY BROWN WHITE, of Warrington, Lancaster, has been appointed a Commissioner to administer oaths in Chancery.

MR. EDMUND HORNBLOWER CLARKE, of Exeter, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds executed by married women in and for the city and county of Exeter, also in and for the county of Devon.

MR. JOHN COODE, of St. Austell, has been appointed a commissioner to administer oaths in Chancery.

MR. WILLIAM DINHAM SHILSON, of St. Austell, has been appointed a commissioner to administer oaths in Chancery.

MR. EDWARD HODGES, of Newport, Salop, has been appointed a perpetual commissioner for taking the acknowledgments of deeds executed by married women in and for the county of Salop.

## PARLIAMENT AND LEGISLATION.

### HOUSE OF LORDS.

March 13.—*Poor Law Amendment.* — A bill by the Earl of Devon to make Further Amendments in the Law relating to the Relief of the Poor was read a first time.

The Duke of Argyll asked whether the attention of the Government had been called to the inconveniences arising from the ratepaying clauses of the Reform Act, 1867.

The Ecclesiastical Commissioners Orders in Council Bill passed through committee.

March 16.—*Railways (Extension of Time) Bill.*—The Duke of Richmond said that under an Act of 1847 the board of Trade were empowered to extend for two years the time allowed for constructing railways, and this worked very beneficially. The Act of last session enabled companies to abandon authorised lines, after satisfying certain stringent requirements of that Board, but it did not empower extension of time. A number of applications for abandonment having been made, it had been thought right to introduce the present measure with a view of empowering the Board of Trade to grant an extension of time for the construction of lines, whereby the injury which would accrue to the public and to landowners from entire abandonment might in many cases be avoided. A clause had been added to the bill in the other House, providing that no warrant of extension should be granted unless the Board had ascertained that there was reason to believe the line would be completed within the stipulated time.

Lord Redesdale hoped that the Board of Trade would take pains to ascertain, before granting warrants, the likelihood of the lines being completed by the time named in them.

The bill was then read a second time.

The Ecclesiastical Commissioners Orders in Council Bill was read a third time and passed.

March 17.—*Irish Law Courts.*—The Marquis of Clanricarde asked whether the Government would object to the appointment of a select committee of this House to inquire into the constitution, jurisdiction, and procedure of Quarter Sessions Courts in Ireland, with a view to their improvement and to the further assimilation, as far as may be expedient, of the Civil Bills Courts to the County Courts of England and Wales.

The Lord Chancellor said that effect had been given by an Act of last Session to the report of the commission which recently inquired into the superior courts of Ireland, as far as it recommended changes affecting the officers and practitioners. As to the Civil Bill Courts, an Act was passed a few years ago materially altering their procedure, and providing that their decrees should be executed by the officers of the sheriffs, instead of by persons appointed by the litigants. Those officers, however, it had been found, could not be compelled to undertake the duty, and this had led to some inconvenience and complaint, but it was of so recent occurrence that the Government were not prepared to propose any measured on the subject. A considerable feeling had lately sprung up in favour of enlarging the jurisdiction of the Civil Bill Courts, and he believed much benefit would arise from their being vested with a jurisdiction in equity analogous to that of the English County Courts. If the noble marquis thought the matter could be usefully inquired into the Government would not object to the appointment of a committee.

### HOUSE OF COMMONS.

March 13.—Debate on the state of Ireland.

March 16.—*Coventry Election Petition.*—The select committee reported that Henry Mather Jackson was, by his agents, guilty of bribery at the last election for the city of

Coventry; that the said H. M. Jackson was not duly elected to serve in the present Parliament as member of the said city; that the last election for the said city was a void election; that it was proved to the committee that Thomas Yardley, John Lee, William Oswyn, and William Moon, were bribed by Stephen Knapp, but it did not appear to the committee that those acts of bribery were committed with the knowledge or consent of the said H. M. Jackson; and that there was no reason to believe that corrupt practices extensively prevailed at the last election for the said city.

*Small Debts (Ireland).*—In answer to Mr. Dawson, the Attorney-General for Ireland said that it was not the intention of the Government to propose legislation on the subject; but he understood that a motion was intended to be brought forward in the other House for a select committee to inquire into the matter.

Adjourned debate on the state of Ireland.

March 17.—*Private Bill Legislation.*—Adjourned debate on Mr. Dodson's motion. The Committee of Selection may, if they think fit, refer any private bills to the referees instead of to a committee of the House, with power to the referees to inquire into the whole subject-matter of such bills, and to report them, with or without amendments, to the House.

Lord Hotham moved the following amendment—"The Committee of Selection may refer any opposed private bill, or any group of such bills, to a committee consisting of four members and a referee."

The amendment was ultimately adopted by Mr. Dodson, and carried by a majority of 162 to 159.

Mr. Dodson next proposed the repeal of Standing Orders 93, 95, 96, and 97, relating to the divided inquiry before the referees and committees.

The motion was agreed to, and the remainder postponed till that day week.

*County Courts (Admiralty Jurisdiction) Bill.*—On the motion for the second reading of this bill, Sir R. Palmer said that if it were the opinion of the Government that this measure ought to be read a second time he was far from objecting, but he thought it would require very great alteration in committee, if indeed the House would not then have to consider whether it ought to become law. He had already presented a petition from the Incorporated Law Society against the Bill, and he heard that two of the solicitors of Liverpool, most largely conversant with this class of business, were also adverse. The bill proposed to give a general Admiralty jurisdiction up to £500 to the County Courts. At present, Admiralty business proper was confined to the Court of Admiralty, and it would be a very considerable anomaly if Parliament gave all the County Courts a jurisdiction up to £500 when it had not yet been thought convenient to give a jurisdiction in this class of cases to the Superior Courts of Law or Equity. He wished to ask the Attorney-General whether the Government had any objection to the bill being read a second time.

Mr. Cave, in explaining the action of the Government upon the subject of the bill, stated that the provisions of the measure were similar to those contained in a bill which was introduced last year, but not passed. During the present year a deputation from all the principal seaports had waited upon the Government, and had expressed a very strong opinion upon the inadequacy of the present local courts and the expense of taking small shipping cases before the Court of Admiralty. Such an expression of opinion could not fail to command the attention of the Government, and therefore when the hon. member for Hull brought forward his bill, the Government determined to consent to its second reading. The practice of the small local Courts in allowing salvors to seize ships and to extort large sums from their owners, before they could obtain their release, had prevailed to such an extent as to become a scandal not only in this country, but on the continent. Any objection to the measure which might come from so high an authority as the hon. and learned member for Richmond would, of course, receive full weight. In assenting to the second reading of the bill the Government merely wished to show that they fully recognised the want of proper tribunals to determine small shipping cases, and the necessity for giving County Courts an Admiralty jurisdiction. The hon. member had consented to postpone the committee upon the bill until the Friday after Easter, which would afford ample time for consideration of its details.

Sir G. Bowyer, without opposing the second reading of the bill, pressed upon the House the advisability of abolishing the present Court of Admiralty and of transferring its jurisdiction to the Common Law and Equity Courts.

The Attorney-General said that a Commission was now sitting for the purpose of determining the advisability of giving a general Admiralty jurisdiction to the Courts of Common Law and Equity The want of proper tribunals for determining minor shipping causes was, however, so pressing that it was deemed advisable for the Government to assent to the second reading of this bill, by which power would be given to the County Courts to determine them. Of course, the power of arrest which it was proposed to bestow upon the County Courts required to be watched with a great deal of care and jealousy, and he should do his best before the bill went into committee, to make such amendments in it as would make it work, at all events, for the present, in the hope that hereafter some steps would be taken to confer a general Admiralty jurisdiction upon the Supreme Court.

The bill was then read a second time.

The Compulsory Church Rates Abolition Bill was considered in committee.

March 18.—*The Sale of Liquors on Sunday Bill* was read a second time and ordered to be referred to a Select Committee.

March 19.—*The Rates on Small Tenements.*—Mr. Evans asked the Attorney-General whether the attention of the law officers of the Crown had been directed to certain arrangements alleged to have been concluded, or to be in process of being made, in several metropolitan and other parishes, under which the owners of small tenements were to collect and pay over the poor-rates on behalf of their tenants, and were to be renumerated for their trouble by a money compensation; whether these arrangements were in accordance with the provisions of the Reform Act of 1867; whether the right of any occupier on whose behalf payment of the poor-rates was made under any such arrangements to be registered as a voter was thereby in any way affected; and whether, in the event of any one rate, between the 5th day of January and the 20th day of June in the present year, being made or collected contrary to the provisions of the Reform Act of last year, the right of such occupier to be registered as a voter would not be vitiated.

The Attorney-General said that the attention of the law officers of the Crown had not been called to any such arrangements as those referred to, nor did they know that any such were in progress.

*Compounding for Rates.*—Mr. White moved: "That in the opinion of this House it is expedient that so much of the Reform Act of 1867 as makes occupiers liable for poor-rates instead of owners, in respect of premises to which the system of compounding had been applied, ought to be repealed; that the name of every occupier ought to be put on the rate-book; and that payment of rates by the owner under the compounding system ought to be deemed payment by the occupier, and entitle him to the franchise."

Mr. Ayrton informed the House that the committee recently appointed to inquire into the assessment of local taxes had that day determined to make the operation of the Act of last session their first subject of inquiry.

Mr. Gladstone, after some debate, said the old compounding system, he freely admitted, had many faults, and in some cases was made the vehicle of jobbery and corruption. The time, however, must come when Parliament must take measures to restore the benefits, while avoiding the inconveniences, of the compounding system. He accepted the proposal of Mr. Hodgkinson last year, not as a good one in itself, but as a much smaller evil than that which otherwise impended; but it should be remembered that he recommended the House to turn its attention to the best means of retaining the advantages of the old system, and the matter could now be dealt with apart from all political considerations, as a social and economical question. The House having only last year abolished compounding, the Government were entitled to know what was the general feeling on the subject without being pressed for an immediate decision as to what course they would pursue. He trusted, however, that the question would not be brought to an issue prematurely. No time ought to be wasted in the consideration of the subject; but it was not waste of time to sanction a delay which would place the House in a position to decide as to the best remedy which could be applied. There was every reason to believe that the committee which had been appointed would shortly bring that portion of its labours which referred to this subject to a conclusion, and

the consideration of the question had better therefore be adjourned for the present.

The motion was then withdrawn.

*Petit Juries (Ireland).*—The Attorney-General for Ireland moved for and obtained leave to bring in a bill to consolidate and amend the law relating to petit juries in Ireland.

*The Representation of the People (Ireland) Bill*, was read a first time, and the second reading fixed for Monday the 30th.

## SOCIETIES AND INSTITUTIONS.

### LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution on Tuesday last, the following question was discussed:—"Is the Parliament of the United Kingdom responsible for the present unsatisfactory condition of Ireland?" The debate was opened in the affirmative, by Mr. Warrington, but after a prolonged discussion, the question was carried in the negative by a large majority.

## OBITUARY.

### MR. GEORGE BROWN.

We have to record the death of Mr. George Brown, barrister at-law, of the Northern Circuit, who was originally clerk, and afterwards chairman, of the Barnard Castle Board of Guardians. He was called to the bar at the Middle Temple in June, 1862, and was the first editor of the *Darlington and Stockton Times*.

### MR. ROBERT SMITH.

The death is announced of Mr. Robert Smith, solicitor, of Richmond, Surrey, who expired at his residence there on the 12th March, at the age of 70 years. The deceased gentleman took out his certificate as an attorney in Easter Term, 1819. He succeeded his father, the late Mr. William Smith, as deputy steward of the Royal Manor of Richmond, and had been for many years solicitor to the Richmond Waterworks and the Bridge Commissioners. Since 1849 he had carried on business in partnership with his son, Mr. Robert Alexander Smith, under the title of Smith & Son.

## COURT PAPERS.

### COURT OF CHANCERY.

SITTINGS.

*Easter Term*, 1868.

**LORD CHANCELLOR.**

Westminster.

Wed. April..15..App. mtns. & apps.

Lincoln's Inn.

Thursday ..16
Friday ....17
Saturday ..18
Monday ....20
Tuesday ....21
Wednesday..22 } Appeals.

Thursday ..23..App. mtns. & apps.

Friday .... 24
Saturday ..25
Monday ....27
Tuesday ....28
Wednesday 29 } Appeals.

Thursday ..30..App. mtns. & apps.

Friday, May 1
Saturday.... 2
Monday .... 4
Tuesday .... 5
Wednesday.. 6
Thursday .. 7 } Appeals.

Friday..... 8..App. mtns. & apps.

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

**MASTER OF THE ROLLS.**

Westminster.

Wed. April..15..Motions.

Chancery-lane.

Thursday ..16
Friday ....17 } General paper.

Saturday ..18 { Petns., sht. caus., adj. sums., and general paper.

Monday ....20
Tuesday ....21
Wednesday .22 } General paper.

Thursday ..23..Mtns. & gen. pa.
Friday ....24..General paper.

Saturday ..25 { Petns., sht. caus., adj. sums., and general paper.

Monday ....27
Tuesday ....28
Wednesday 29 } General paper.

Thursday ..30..Mtns. & gen. papr.
Friday, May 1..General paper.

Saturday .. 2 { Ptns., sht. caus., adj. sums., and gen. pa.

Monday .... 4
Tuesday .... 5 } General Paper.
Wednesday . 6

Thursday .. 7 { Petns., sht. caus., adj. sums., and general paper.

Friday .... 8..Mtns. & gen. pa.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

**LORDS JUSTICES.**

Westminster.

Wed. April..15..Appeal motions.

Lincoln's Inn.

Thursday ..16..Appeals.

Friday.....17 { Ptns. in lunacy, app. ptns., bk. apps, & app. mtns.

Saturday ..18 { Remaining bk. apps., & app. mtns. & apps.

Monday ....20
Tuesday ....21
Wednesday .22 } Appeals.

Thursday ..23..Appeal motions.

Friday .... 24 { Ptns. in lunacy, app. ptns., bk. apps.& app.mtns.

Saturday ..25 { Remaining bk. apps., & app. mtns. & apps.

Monday ....27..Appeals.

Tuesday....28 { Apps. from County Palatine of Lanc.

Wednesday .29..Appeals.

Thursday ..30..Appeal motions.

Friday, May 1 { Petns. in lunacy, app. petns., bk. apps., & app.mtns.

Saturday .. 2 { Remaining bk. apps., & app. mtns. & apps.

Monday .... 4
Tuesday .... 5
Wednesday . 6 } Appeals.

Thursday .. 7..Appeal motions.

Friday .... 8 { Petns. in lunacy, app. petns., bk. apps.,& app. mtns.

NOTICE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

**V. C. SIR JOHN STUART.**

Westminster.

Wed. April..15..Motions.

Lincoln's Inn.

Thursday ..16..Causes.
Friday ....17..Petitions & causes.
Saturday ..18..Sht. caus. & caus.
Monday ....20
Tuesday ....21
Wednesday 22 } Causes.
Thursday ..23..Mtns. & causes.
Friday ....24..Petitions & causes.
Saturday ..25..Sht. causes & caus.
Monday .....27
Tuesday ....28
Wednesday .29 } Causes.
Thursday ..30..Mtns. and causes.
Friday, May 1..Petitions & causes.
Saturday .. 2..Sht. causes & caus.
Monday .... 4
Tuesday .... 5
Wednesday 6 } Causes.
Thursday .. 7..Petitions & causes.
Friday..... 8..Motions.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing.

**V. C. SIR RICHARD MALINS.**

Westminster.

Wed. April..15..Mtns. & gen. pa.

Lincoln's Inn.

Thursday ..16..General paper
Friday.....17..Ptns. & gen. pa.

Saturday ..18 { Short causes and general paper.

Monday ....20
Tuesday ....21
Wednesday 22 } General paper.

Thursday ..23..Mtns. & gen. pa.
Friday.....24..Petns. & gen. pa.

Saturday ..25 { Short causes and general paper.

Monday ....27
Tuesday ....28
Wednesday..29 } General paper.

Thursday ..30..Mtns. & gen. pa.
Friday, May 1..Ptns. & gen. pa.

Saturday .. 2 { Sht. causes, and general paper.

Monday .... 4
Tuesday .... 5
Wednesday.. 6 } General paper.

Thursday .. 7..Ptns. & gen. pa.
Friday .... 8..Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard. Adjourned summonses will be heard as motions.

**V. C. SIR G. M. GIFFARD.**

Westminster.

Wed. April..15..Motions.

Lincoln's Inn.

Thursday ..16
Friday ....17 } General paper.

Saturday ..18 { Petns., sht. caus., adj. sums., and general paper.

Monday ....20
Tuesday ....21
Wednesday .22 } General paper.

Thursday ..23..Mtns. & gen. pa.
Friday.....24..General paper.

Saturday ..25 { Petns., sht. caus., adj. sums., and general paper.

Monday ....27
Tuesday....28
Wednesday 29 } General paper.

Thursday ..30..Mtns. & gen. pa.
Friday, May 1..General paper.

Saturday .. 2 { Petns.,sht. causes, adj. sums., & gen. paper.

Monday .... 4
Tuesday .... 5
Wednesday 6 } General paper.

Thursday .. 7 { Petns., sht. caus., adj. sums., and general paper.

Friday..... 8..Mtns. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

GENERAL ORDER.

The Right Honourable Frederic Baron Chelmsford, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Right Honourable John Lord Romilly, Master of the Rolls, the Honourable the Vice-Chancellor, Sir John Stuart, the Honourable the Vice-Chancellor, Sir William Page Wood, and the Honourable the Vice-Chancellor, Sir Richard Malins: doth hereby, in pursuance and execution of all powers and authorities in that behalf, order and direct in manner following:—

Where, by any decree or order of the Court any interest or dividends accruing upon any stocks, funds, shares, or securities standing in the name of the Accountant-General in trust, in or to the credit of any cause, matter, or account is, or are directed to be dealt with in any such manner as that the same ought not to be invested, and subsequently to the date of such decree or order, such interest, or dividends, or any part thereof, shall by reason of due notice of such decree or order, not having been given to the Accountant-General, have been invested by him in the purchase of any stocks, funds, shares, or securities, the Registrar on production of the Accountant-General's certificate of such investment, shall issue a certificate for the sale of the stocks, funds, shares, or securities so purchased, and such stocks, funds, shares, or securities shall be sold accordingly, and the produce thereof applied in the same manner as the interests or dividends with which such stocks, funds, shares,

or securities were purchased, was or were by such Decree or order as aforesaid directed to be applied.

CHELMSFORD, C.
ROMILLY, M.R.
JOHN STUART, V.C.
W. P. WOOD, V.C.
RICHD. MALINS, V.C.

NOTICE.

On such days as the Lords Justices may sit separately, the out Registrar in their Court for that week will attend the junior Lord Justice; but in the event of the Lord Chancellor not sitting on any of the days whereon the Lords Justices may sit separately, the Registrar in the Rota with the Lord Chancellor will attend the junior Lord Justice.

The Whitsun Vacation will commence on Monday the 11th of May, and terminate on Wednesday the 20th of May, both days inclusive.

VICE-CHANCELLOR GIFFARD.

The Court will rise at half-past three punctually, on Tuesdays and Fridays in each week, for the purpose of attending Chambers.

## PUBLIC COMPANIES.

### ENGLISH FUNDS AND RAILWAY STOCK.

[LAST QUOTATION, March 20, 1868.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

| | |
|---|---|
| 3 per Cent. Consols, 93¼ | Annuities, April, '85 |
| Ditto for Account, 93¼ | Do. (Red Sea T.) Aug. 1903 |
| 3 per Cent Reduced, 92 | Ex Bills, £1000, per Ct. 11 p m |
| New 3 per Cent., 91⅞ | Ditto, £500, Do 15 p m |
| Do. 3½ per Cent., Jan. '94 | Ditto, £100 & £200, 15 p m |
| Do. 2½ per Cent., Jan. '94 75 | Bank of England Stock, 5½ per Ct. (last half-year) |
| Do. 5 per Cent., Jan. '72 | Ditto for Account, |
| Annuities, Jan. '80 — | |

INDIAN GOVERNMENT SECURITIES.

| | |
|---|---|
| India Stk., 10½ p Ct. Apr. '74, | Ind. Enf. Pr., 5 p C., Jan. '72 103¾ |
| Ditto for Account | Ditto, 5½ per Cent., May, '79, 108¾ |
| Ditto 5 per Cent., July, '80 114½ | Ditto Debentures, per Cent., April, '64 — |
| Ditto for Account, — | Do. Do., 5 per Cent., Aug. '73 |
| Ditto 4 per Cent., Oct. '88 101 | Do. Bonds, 5 per Ct., £1000, 33 p m |
| Ditto, ditto, Certificates, — | Ditto, ditto, under £1000, 33 p m |
| Ditto Enfaced Ppr., 4 per Cent. 87¼ | |

RAILWAY STOCK.

| Shres. | Railways. | Paid. | Closing Prices |
|---|---|---|---|
| Stock | Bristol and Exeter | 100 | 82 x d |
| Stock | Caledonian | 100 | 81 x n |
| Stock | Glasgow and South-Western | 100 | 103 |
| Stock | Great Eastern Ordinary Stock | 100 | 31½ |
| Stock | Do., East Anglian Stock, No. 2 | 100 | 7½ |
| Stock | Great Northern | 100 | 105 |
| Stock | Do., A Stock* | 100 | 100 |
| Stock | Great Southern and Western of Ireland | 100 | 96 |
| Stock | Great Western—Original | 100 | 46⅞ |
| Stock | Do., West Midland—Oxford | 100 | 30 |
| Stock | Do., do.—Newport | 100 | 29 |
| Stock | Lancashire and Yorkshire | 100 | 125½ |
| Stock | London, Brighton, and South Coast | 100 | 48½ |
| Stock | London, Chatham, and Dover | 100 | 18⅛ |
| Stock | London and North-Western | 100 | 114⅞ |
| Stock | London and South-Western | 100 | 87 |
| Stock | Manchester, Sheffield, and Lincoln | 100 | 43½ |
| Stock | Metropolitan | 100 | 114 |
| Stock | Midland | 100 | 105 |
| Stock | Do., Birmingham and Derby | 100 | 76 |
| Stock | North British | 100 | 34 |
| Stock | North London | 100 | 116 |
| 40 | Do., 1866 | 7½ | 8½ |
| Stock | North Staffordshire | 100 | 58 |
| Stock | South Devon | 100 | 45 |
| Stock | South-Eastern | 100 | 72⅝ |
| Stock | Taff Vale | 100 | 144 |

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The week opened with no alteration from the accounts of last week, but the markets very soon experienced a slight decline, and became extremely dull, the funds leading the way and the general share market following. A reaction, however, subsequently took place, consequently on the favourable anticipations grounded upon the Chancellor of the Exchequer's statement as to the cost of the Abyssinian expedition. Consols became firmer and attained a slight advance upon the prices of last week, the general markets sympathised, and a revival of public confidence appeared to have commenced. To-day, however, has witnessed a slight depression, attendant on the rumours respecting a dissolution of Parliament. Foreign securities have been rather stronger than other descriptions of investment.

The subscriptions invited by the Cape Railway Company for £2,000,000 debenture stock, to replace their present debenture bond debt of the like amount, are said to be favourably progressing. The traffic both for merchandise and passengers is increasing the occupation of the line. The receipts for January last are considerably in excess of those in the corresponding month of 1867. The line has the advantage of a government guarantee of £6 per cent. on £500,000, this is £30,000 per annum. The board, with respect to the proposed debenture stock, intend to pay the trustees, one of whom will be the London & County Bank, a sufficient portion of the government warrant to meet the interest on this stock, and the coupons will be payable at the bankers without any intervention on the part of the company.

OFFICIAL LIQUIDATORS.—On Thursday the Chief Clerk Mr. Hawkins, at the Rolls Chambers, wished it to be known that in all cases of public companies under winding-up orders, when other parties were in default, costs would always be give to the official liquidators.

THE CORONERSHIP FOR WEST MIDDLESEX.—It is announced that the return of Dr. Diplock, as Coroner for Western Middlesex, is to be really contested. Dr. Hardwicke has retained the services of Messrs. Merriman & Buckland as solicitors, and Mr. D. Keane, Q.C., and Mr. Day as his counsel. Messrs. Bower and Cotton are the solicitors for Dr. Diplock. It is intended to move for a *quo warranto* on the first day of next term, and to take certain other legal proceedings on Dr. Hardwicke's behalf.—*Pall Mall Gazette.*

THE ST. ALBAN'S RITUAL CASE.—Sir Robert Phillimore, the Dean of Arches, will give judgment on Saturday week, the 28th inst., in the St. Alban's Ritual case, *Martin* v. *Mackonochie*, and also in the case of *Flamank* v. *Simpson*, for Ritualistic practices at East Teignmouth. Both cases will be included in one judgment on Ritualism in the Church of England.—*Times.*

BANKRUPTCY.—The annual return relating to bankruptcy has been issued. In the year ending in October, 1867, there were 8,994 adjudications of bankruptcy in England, being 868 more than in the preceding year. In 5,207 the debts did not exceed £300. 6,902 discharges were granted, 345 suspended, 100 refused. The gross produce realized from bankrupts' estates in the year was only £583,520, averaging less than £65 each—a much lower average than in the previous year. The net produce is not stated, but a dividend was made in 1,649 cases—in more than half of them under 2s. 6d. in the pound. 6,912 trust deeds were registered in the year, an increase of 1,454 over the previous year; the gross value of the estates and effects amounted to £8,737,100, and the gross amount of unsecured debts was £29,642,628. 3,971 were composition deeds; in only 795 cases was the composition under 2s. 6d. in the pound. Bills of solicitors, messengers, auctioneers, and accountants, amounting to £81,720, were taxed in the Master's office, and £9,785 struck off.—*Times.*

MONSTER SUIT.—The *Chicago Post* of January 30th says:—Among the cases to be tried before the United States Circuit Court is one against Albert Cook, Isaac Lott, Charles G. Thurman and Elisha Taylor, the United States being plaintiff. Mr. Cook was Postmaster of his village in Kendal county, for a time, but, becoming tired of it, resigned his position. His resignation being accepted, orders were sent for him to send his postage stamps and accounts by express to headquarters. He received notice that his account was eight cents short, to which he paid no attention. Seeing a notice that himself and bondsmen were implicated in a suit, he hurried to Chicago and found that the Postmaster-General had sued him for eight cents:—Clerk's costs 10 dols., attorney's 5 dols., Marshall preparing to visit him, which would have been 26 dols. more. Mr. Cook confessed judgment, paid costs, and left Chicago with the impression that the government is a "big thing."

The late Lord Chancellor some time ago directed an inquiry to be made into the duties and salaries of the officers of the Court of Chancery. One result, we believe, will be the increase of the salary now paid to the chief clerks of the Master of the Rolls and the Vice-Chancellors from £1,500, the present amount, to £1,800 a year.—*Owl.*

Serious defalcations have been discovered in the funds lately belonging to the Insolvent Debtors' Court. They are supposed to amount to £4,200 or £4,300. Other defalcations of much larger amount occurred many years back. Mr. Harding, accountant, has examined the accounts of the Insolvent Debtors' Court, and has made a report to the Lord Chancellor on the subject.—*Owl.*

A short time since, a winding up matter was in the paper of the Master of the Rolls for judgment upon a summons. A Frenchman, who was interested in some company upon another summons, came

into court at three minutes past ten, at which time the judgment was concluded, and the next case just called on. The Frenchman, who appeared in person, addressing his Lordship from the "well," said:—"What has been done with," so and so? "That is disposed of," replied his Lordship. "Oh," rejoined the Frenchman, who spoke English but imperfectly, "you come in with the tick of the clock, you have disposed of —— in three minutes; but you will not dispose of me in two days." This prediction was verified; for the Frenchman spoke not only for two days, but likewise upon the third. It was not surprising that he took some time, as he persisted in reading all his documents through, from "Victoria, by the grace of God"—right to the end. This gentleman had been before the Master of the Rolls in chambers, a few days before, as representing a number of parties interested to small amounts; the Master of the Rolls then informed him that they could only be heard in person or by proper representatives, and the French gentleman now re-appeared as the holder of a small stake in the matter before the Court. It is hardly necessary to say that the Master of the Rolls chafed considerably at this encroachment on the time of the Court.

## ESTATE EXCHANGE REPORT.

### AT THE MART.

March 10.—By Messrs. Driver & Co.

Copyhold estate, situate in the parish of Pelham, Essex, and known as Pete Tye Farm, containing about 100a 1r 22p of arable and grass lands, with farmhouse and buildings—Sold for £3,375.

By Messrs. Price & Clark.

Leasehold, 5 houses, Nos. 33 to 37, Warren-street, Chapel-street, Pentonville, producing £150 per annum; term, 12½ years unexpired, at £20 per annum—Sold for £710.

Leasehold, 2 residences, Nos. 151 and 153, Lupus-street, Pimlico, producing £117 per annum; term, 65½ years unexpired, at £19 per annum—Sold for £1,100.

Leasehold residence, No. 13, Effingham-street, Pimlico, annual value, £60; term, 65½ years unexpired, at £9 per annum—Sold for £510.

Leasehold residence, No. 412, Old Kent-road, annual value, £75; term, 59½ years unexpired, at £11 per annum—Sold for £840.

Leasehold, 5 messuages (4 with shops), Nos. 79, 81, 83, 85, and 87, Rodney-road, Walworth, producing £115 14s. per annum; term, 13½ years unexpired, at £15 per annum—Sold for £490.

Leasehold, 4 messuages, Nos. 61, 63, 65, and 67, Chatham-street, Rodney-road, producing £87 2s. per annum; term, 9½ years unexpired, at £8 per annum—Sold for £240.

Leasehold, 5 houses, Nos. 35, Chatham-street, 9, Chatham-place, and 7 to 9, Little Chatham-place, producing £77 6s. per annum; term, 10 years unexpired, at £6 16s. per annum—Sold for £190.

By Mr. Ward.

Leasehold, 4 residences, Nos. 23 to 26, Canterbury-road, Brixton, annual value, £200; term, 96 years unexpired, £7 15s. each—Sold for £1,750.

Leasehold, 3 residences, Nos. 21 to 23, Trigon-terrace, Trigon-road, Clapham-road, producing £90 per annum; term, 56 years unexpired, at £4 19s. each—Sold for £1,015.

March 11.—By Messrs. Fuller, Horsey, Son, & Co.

Leasehold residence, known as Essex Lodge, Upper Clapton; let at £160 per annum; term, 70 years unexpired, at £20 per annum—Sold for £235.

By Messrs. Edwin Fox & Bousfield.

Leasehold residence, with grounds, stabling, &c., known as Castle Hill Lodge, Upper Norwood; term, 99 years from 1860, at £100 per annum—Sold for £4,850.

Freehold house and shop, No. 158, Grose-street, Camden-town; let at £63 per annum—Sold for £1,390.

Freehold residence, No. 157, Grose-street, Camden-town; let at £44 per annum—Sold for £740.

Freehold residence, No. 156, Grose-street, Camden-town; let at £44 per annum—Sold for £720.

Freehold ground-rent of £8 1s. per annum, secured on 154, Grose-street, Camden-town—Sold for £185.

March 12.—By Messrs. Brown & Roberts.

Leasehold, 2 residences, Nos. 9 and 10, Cleveland-terrace, Hyde-park producing £230 5s. per annum; term, 90 years from 1852, at £24 per annum—Sold for £3,050.

By Messrs. C. C. & T. Moore.

Freehold ground-rents of £50 per annum, arising from 14 houses in Lefevre-road and Lefevre-terrace, Old Ford—Sold for £995.

Freehold, 5 houses, Nos. 1, 2, and 3, Upper North-street, and 1a and 1, Evans-street, East India-road, producing £92 11s. per annum—Sold for £1,125.

Freehold, 2 houses, Nos. 53 and 54, Evans-street, Upper North-street, producing £39 18s. per annum—Sold for £530.

Freehold, 4 houses, Nos. 27 and 28, North-street, and 11 and 12, Oak-lane, Church-row, Limehouse, producing £72 16s. per annum—Sold for £600.

Freehold, 2 houses, Nos. 98 and 100, Devonshire-street, Globe-road, Mile-end, producing £42 per annum, and a freehold ground-rent of £4 per annum, secured upon No. 96, Devonshire-street—Sold for £645.

March 13.—By Mr. Frank Lewis.

Leasehold residence, No. 107, Adelaide-road, Haverstock-hill, annual value, £100; term, 77 years unexpired, at £15 15s. per annum—Sold for £1,145.

### AT THE GUILDHALL COFFEE HOUSE.

March 11.—By Messrs. R. Kenyon & Company.

A mortgage debt of £3,000, with interest thereon at £5 per Cent. per annum, the principal repayable on the 24th June, 1873, secured on No. 55, Cheapside—Sold for £3,000.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

ALLDRITT—On Jan. 28, at Madras, the wife of Cosmo N. Alldritt, Esq., Solicitor, of a son

BARTLETT—On March 14, at 39, Canning-street, Liverpool, the wife of William Bartlett, Esq., Solicitor, of a son.

BROCKMAN—On Feb. 13, at Madras, the wife of H. J. Brockman, Esq., Government Solicitor, of a son.

ROGERS—On March 14, the wife of William Rogers, Esq., Solicitor, of 46, Denbigh-street, Belgrave-road, and 20, Southampton-buildings, Chancery-lane, of a daughter.

### DEATHS.

ALLEN—On March 15, at 27, Kensington-gate, Charles, son of C. P. Allen, Esq., of that place, and 17, Carlisle-st, Soho-square, aged 43.

BOLTON—On March 16, at his residence, The Elms, Solihull, Warwickshire, James Thomas Bolton, Esq., of 4, Elm-court, Temple, aged 71.

GRIFFIN—On March 16, at Great Ilford, Edmund Griffin, Esq., Solicitor, aged 72.

HAMILTON—On March 15, at his chambers, 9, Fleet-street, Dublin, Gustavus Hamilton, Esq., Solicitor, aged 68.

POPE—On March 14, Emily, wife of Robert Pope, Esq., of 24, St. Bartholomew-road, Tufnell-park, Camden-road, and of Hare-court, Temple, aged 65.

POWIS—On March 18, at the Middle Temple, Wm. Powis, Esq., Barrister-at-Law, aged 56.

SMITH—On March 12, at his residence, 9, The Green, Richmond, Surrey, Robert Smith, Esq., Solicitor, aged 70.

## LONDON GAZETTES.

### Winding-up of Joint Stock Companies.

Friday, March 13, 1868.

Limited in Chancery.

Gas Light Improvement Company (Limited).—The Master of the Rolls has, by an order dated Jan 20, appointed Arthur Cooper, 13, George-st, Mansion-house, to be Official Liquidator.

Southampton Imperial Hotel Company (Limited).—The Master of the Rolls has fixed March 20 at 3, at his chambers, as the time and place for the appointment of an Official Liquidator.

Southsea Pier Hotel Company (Limited).—Petition for winding up, presented March 12, directed to be heard before the Master of the Rolls on March 21. Linklaters & Co, Walbrook, solicitors for the petitioner.

Pomfret Cake Company (Limited).—Creditors are required, on or before April 6, to send their names and addresses and the particulars of their debts or claims, to John Wells, Boothferry-house, Howden, York. Monday, April 20 at 11 is appointed for hearing and adjudicating upon the debts and claims.

Tuesday, March 17, 1868.

Limited in Chancery.

General Provincial Life Assurance Company (Limited).—Vice-Chancellor Malins has, by an order dated March 6, ordered that the voluntary winding up of the above company be continued. Taylor & Co, Gt James-st, Bedford-row, solicitors for the petitioners.

Herefordshire Steam Cultivating, Thrashing, and General Implement Company (Limited).—Petition for winding up, presented March 13, directed to be heard before the Master of the Rolls on April 18. Anderson & Stanford, Gt James-st, Bedford-row, solicitors for the petitioners.

Hollybush Colliery and Coke Works Company (Limited).—The Master of the Rolls has, by an order dated March 7, ordered that the above company be wound up. Southgate, King's Bench-walk, Temple, solicitor for the petitioners.

London and Venezuela Bank (Limited).—Creditors residing in England are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to Edward Redman, Telegraph-st-chambers, Telegraph-st. Tuesday, April 21, at 12, is appointed for hearing and adjudicating upon the debts and claims.

National Provincial Marine Insurance Company (Limited).—The Master of the Rolls has, by an order dated March 7, ordered that the voluntary winding up of the above company be continued. Sewell & Edwards, Gresham-house, Old Broad-st, solicitors for the petitioners.

Professional Life Assurance Company (Registered).—It is peremptorily ordered that a call of two pounds per share be made on all the contributories of this company; and it is peremptorily ordered that each contributory do, on or before April 2, pay to Robert Palmer Harding 8, Old Jewry, the balance (if any) which will be due from him or her respectively, after debiting his or her account in the company's books with such call.

Unlimited in Chancery.

Slough Gas and Coke Company.—Petition for winding up, presented March 16, directed to be heard before the Master of the Rolls on April 18. Lott, Parliament-st, solicitor for the petitioners.

### Friendly Societies Dissolved.

Tuesday, March 17, 1868.

Milliband and Hosepipe Makers Friendly Society, Woodman Tavern, William-st, Harper-st, New Kent-rd. March 9.

### Creditors under Estates in Chancery.

*Last Day of Proof.*

Friday, March 13, 1868.

Hartman, Clara, Whaddon Hall, Buckingham, Spinster. April 16. Seale v Lowndes, V.C. Stuart.

Riley, Wm, King Cross, nr Halifax, York, Gent. April 13. Riley v Wade, M.R.

Robins, Geo, Houghton Regis, Bedford, Carpenter. March 31. Robins v Robins, V.C. Wood.

Sealey, John, King's Stanley, Gloucester, Farmer. April 4. Critchley v Sealey, M. R.

TUESDAY, March 17, 1868.

Bennett, Eliza, Kingston-upon-Hull, Widow. March 28. Bennett v Gill, V.C. Wood.
Bush, Jas Fredk, The Chestnuts, Kingston-rd, Architect. April 15. Bush v Bush, V.C. Malins.
Clipsham, Wm, Bardney, Lincoln, Innkeeper. April 14. Clay v Clipsham, V.C. Giffard.
Hague, Chas, St John's-villa, Kew-rd. April 14. Hague v Hague, V.C. Malins.
Kent Coast Railway Company. April 16. Pratt v Kent Coast Railway Company, M. R.
Mason, Thos, West Bromwich, Stafford, Plumber. April 5. Mason v Silvester, V.C. Malins.
Pile, John, Gt St Helen's, Ship Broker. April 11. Walker v Pile, V.C. Giffard.
Walker, Wm, Prisoner in Hull Gaol. April 11. Bennett v Walker, V.C. Giffard.
Willats, Wm, Denton Court, Canterbury, Esq. April 21. Willats v Flint, V.C. Stuart.
Winstanley, John Bibby, Kirkdale, nr Lpool, Gent. April 15. Winstanley v Winstanley, M. R.

## Creditors under 22 & 23 Vict. cap. 35.

*Last Day of Claim.*

FRIDAY, March 13, 1868.

Bourne, Timothy, Belle Vue, nr Shrewsbury, Esq. April 25. Wyatt. Arthur-st West, London-bridge.
Brand, John, Sudbury, Suffolk, Timber Merchant. April 25. Ransom, Sudbury.
Brooke, Joseph, York, Builder. April 13. Chambers & Chambers, Brighouse.
Carr, John, Newcastle-upon-Tyne, Licensed Victualler. May 1. Scaife & Britton, Newcastle-upon-Tyne.
Coleman, Edmund, Old Broad-st, Gent. April 28. Crump, Philpot-lane.
Hawkins, Sarah, Gloucester, Spinster. April 30. Mackenzie & Co, Crown-ct, Old Broad-st.
Lowe, John, Bridge Farm, Chester, Gent. May 1. Jones, Whitchurch.
McLean, John, Epsom, Surrey, Gent. May 5. Courtenay & Croome, Gracechurch-st.
Noble, Eliza, Brighton, Sussex, Spinster. May 1. Tompson & Co, Stone-bldgs, Lincoln's-inn.
Potter, Saml, Blackheath, Kent, Solicitor. May 1. Potter, King-st, Cheapside.
Spicer, Chas Wm, Debden-hall, Essex. April 21. Woolbert, Lincoln's-inn-fields.
Southworth, Mary, Lane Head, Bacup, Lancaster, Widow. April 22. Hall, Bacup.
Steele, Ann, Kendal, Westmorland. May 1. Harrison & Son, Kendall.
Thompson, Robt, West Auckland, Durham, Builder. April 9. Thornton, Bishop Auckland.
Wheeler, Susan, Brighton, Sussex, Widow. April 12. Hill & Fitz-Hugh.
White, David Thos, Maddox-st, Dealer in Works of Art. April 17. Gregson, Angel-ct, Throgmorton-st.
Woodhead, John, Cleckheaton, York, Cloth Manufacturer. April 13. Chambers & Chambers, Brighouse.

TUESDAY, March 17, 1868.

Austen, Hy Goble, High-st, Southwark, Hop Factor. May 1. Hinds, Goudhurst.
Cooper, Francis Jas, Southampton, Surgeon. April 20. Sharp & Co, Southampton.
Feale, Ann, Bath, Widow. April 27. Stone & Co, Bath.
Goward, John, Woodford, Essex, Gent. April 15. Watson, Lincoln's-inn-fields.
Hayhow, Wm, Whitechapel-rd, Boot Manufacturer. April 20. Shearman, Little Tower-st.
Jones, John Edwin, Springfield, Hereford. May 1. Humfrys & Son, Hereford.
Law, Peter, Caen Wood, Highgate, Steward. April 20. Jameson, Verulam-bldgs.
Lewis, Hy. Clifton, Bristol, Builder. May 4. Daddy, Bristol.
Loveday, Anne Lousia, Bath, Somerset, Widow. May 1. Petgrave, Bath.
Martin, Eliz, Great Ayton, York, Spinster. May 2. Sowerby, Stokesley.
Mildred, Eliz, Dalston-rise, Widow. April 16. Hughes & Co, Austin-friars.
Oliver, Hy, Noddings, Surrey, Farmer. April 23. Mellersh, Godalming.
Pace, Richd, Kensham, Somerset, Gent. April 30. Wood, Bristol.
Palmer, Jas, Bath, Timber Merchant. April 27. Stone & Co, Bath.
Prior, John Underwood, Southsea, Hants, Ironmonger. April 30. Edgcombe & Cole, Portsea.
Roberts, Madeline Margaret, Ladbroke-crescent, Notting-hill. One month. Thurnell & Nash, Reyston.
Robins, John, Wyndham Stables, Westminster, Job Master. April 26. Carter, Austin-friars.
Taylor, Benj, Bromsgrove, Worcester, Gent. May 11. York, Birm.
Triplow, Wm, Girtford, Bedford, Gardener. May 18. Chapman, Biggleswade.
Vulliamy, Eliz Ann, Parkgwynne, Radnor. May 1. Humfrys & Son, Hereford.
Walker, Wm, Bundley Ford, Stafford, Builder. May 1. Walker, Bursiem.
Warry, John, Keynsham, Somerset, Esq. April 12. Fox, Bristol.
Webb, Thos, Bristol, Gent. May 1. Clarke & Sons, Bristol.
Wilson, Rev Wm, Corse, Gloucester, Clerk. April 13. Bonnor, Gloucester.

## Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 13, 1868.

Allan, Marian, Oberstein-rd, New Wandsworth, Grocer. March 11. Comp. Reg March 12.
Arney, Geo Charleson, Thomas-sq, Hackney, Engineer. Feb 25. Comp. Reg March 12.
Arnold, John, Sheffield, Boiler Manufacturer. Feb 15. Asst. Reg March 12.
Banes, Ebenezer, Tottenham, Jeweller. March 2. Comp. Reg March 12.
Bell, Hy, Chelmondiston, Suffolk, Shopkeeper. March 3. Asst. Reg March 12.
Bennett, Sidney, St George's-sq, Pimlico, Medical Practitioner. Feb 13. Comp. Reg March 11.
Bevis, John, Polygon, Clapham Old Town, Religious Instructor. Feb 25. Comp. Reg March 12.
Binns, Godfrey, Charles-st, Manchester-sq, Merchant. Feb 22. Asst. Reg March 12.
Bint, Saml, Ashton-juxta-Birm, Builder. Feb 22. Asst. Reg March 11
Bonner, Thos Jas, Warner-st, New Kent-rd, Proprietor. March 7. Comp. Reg March 10.
Brotherton, John, Wolverhampton, Stafford, Gas Tube Manufacturer. Sept 16. Comp. Reg March 12.
Bullows, Wm, & Richd Bullows, Castle Bromwich, Warwick, Builders. Feb 14. Comp. Reg March 10.
Burtenshaw, Hy, Maidstone, Kent, Grocer. Feb 20. Asst. Reg March 11.
Burton, Robt Fras, New Bond-st, Gent. Feb 19. Comp. Reg March 12.
Chidsey, Geo, Bristol, Wholesale Hosier. Feb 26. Asst. Reg March 11.
Cleverley, Jonathan, Coventry, Warwick, Shoemaker. March 4. Comp. Reg March 13.
Corbould, Jane, Bath, Brewer. Feb 17. Asst. Reg March 12.
Crann, Wm, Bradford, York, Bookkeeper. March 9. Asst. Reg March 13.
Dakin, Thos, & Wm Rigby Burgess, Manch, Tailors. Feb 15. Asst. Reg March 11.
Douglas, Wm, Merthyr Tydfil, Glamorgan, Draper. Feb 20. Asst. Reg March 13.
Eltringham, Jane, Catch-gate, nr Annfield Plain, Durham, Grocer. March 3. Comp. Reg March 12.
Fulford, Joseph, Manch, Brewer. Feb 17. Comp. Reg March 13.
Garruthers, Andrew, Lpool, Draper. March 10. Comp. Reg March 11.
Gibbon, Joseph, West Hartlepool, Durham, Builder. Feb 13. Comp. Reg March 11.
Gillchrest, Raymond Leeman, & Hy Jonas Smith, Lpool, Ship Brokers. March 11. Asst. Reg March 13.
Green, Fras, Desford, Leicester, Surgeon. Feb 19. Asst. Reg March 13.
Haywood, John Shrewsbury, & John Harrington Haywood, Nottingham, Elastic Web Manufacturers. Feb 18. Asst. Reg March 11.
Hodgson, Robt, Pickering, York, Millwright. Feb 20. Asst. Reg March 12.
Holland, Geo, & Wm Groves, Leicester, Fancy Hosiers. Feb 23. Asst. Reg March 11.
Horsfall, George, Leeds, Wholesale Chemist. March 3. Comp. Reg March 13.
Idle, Thos Burton, Rusholme, Lancaster, Plumber. March 11. Comp. Reg March 13.
Iredale, Joseph Hy, Hackney-rd, Beerhouse Proprietor. March 9. Comp. Reg March 13.
Irving, Wm, Carlisle, Ironmonger. Feb 26. Comp. Reg March 10.
Jackson, Fabian, Church-rd, Islington, Merchant. March 9. Asst. Reg March 11.
Jay, Saml Tutner, Ipswich, Suffolk, Corn Agent. Feb 12. Asst. Reg March 10.
Johnson, Saml, Church-lane, Whitechapel, Oil Manufacturer. Feb 24. Comp. Reg March 12.
Jones, Thos John, Crown-st, Harrow, Grocer. March 9. Comp. Reg March 10.
Kennedy, Thos, Sittingbourne, Kent, Tally Draper. Feb 27. Comp. Reg March 13.
Kensington, Fredk, Swansea, Glamorgan, Tobacconist. Feb 15. Comp. Reg March 13.
Kiln, John, Sidlesham, Sussex, Miller. Feb 25. Asst. Reg March 12.
Kilpatrick, Robt Paul, Tyldesley, Lancaster, Draper. Feb 21. Asst. Reg March 12.
Lea, Chas Redford, Blackpool, Lancaster, Lodging-house Keeper. Feb 22. Asst. Reg March 11.
Lloyd, Geo, Birm, Cooper. Feb 21. Comp. Reg March 10.
Luntley, Phillip, & Joshua Edwards, Scarborough, York, Ginger Beer Manufacturers. March 5. Comp. Reg March 11.
Marcon, Edwd Geo, East Dereham, Norfolk, Commission Agent. March 5. Comp. Reg March 11.
Newport, John Edwd, & Wm Lock, Ashford, Kent, Common Brewers. March 2. Reg March 12.
Newton, Geo Thos, & Saml Cave Cooke, Derby, Elastic Web Manufacturers. Feb 15. Asst. Reg March 12.
Osborn, Richd Norman, Norwich, Cabinet Maker. March 3. Asst. Reg March 11.
Owen, Albert Philip, Margate, Kent, Surgeon. March 7. Asst. Reg March 12.
Pedgrift, Chas, Kennington-st, Newington, Builder. March 7. Comp. Reg March 10.
Pegler, Geo, Garnvach, Nantyglo, Monmouthshire, Grocer. Feb 20. Asst. Reg March 11.
Peters, Bernard, Hastings, Sussex, Watch Maker. March 4. Comp. Reg March 11.
Phillips, Edwin, Monmouth, Cordwainer. Feb 18. Asst. Reg March 12.
Pitt, Ellen, Sheffield, Proprietress of the Sheffield Theatre. Feb 17. Asst. Reg March 13.
Preston, Ernest, Mark-lane. Feb 29. Comp. Reg March 11.
Price, Thos Wm, Wolverhampton, Stafford, Confectioner. Feb 20. Comp. Reg March 12.
Roy, John, Ipswich, Suffolk, Travelling Draper. Feb 24. Asst. Reg March 13.
Scott, Hy, Leicester, Locksmith. Feb 17. Comp. Reg March 13.
Smith, Robt, Chalk Farm-rd, Camden-town, Timber Merchant. March 7. Comp. Reg March 12.
Spyr, Jacques, Gracechurch-st, Refreshment Rooms Keeper. March 11. Comp. Reg March 12.
Stokoe, Jas, Houghton-le-Spring, Durham, Grocer. March 7. Comp. Reg March 10.

Tapsell, Chas Wm, Sundridge, Kent, Baker. Feb 20. Comp. Reg March 13.
Taylor, John, Cadishead, nr Warrington, Lancaster, Fustian Cutter. March 9. Asst. Reg March 12.
Taylor, Thos, Weston-super-Mare, Somerset, Builder. March 6. Comp. Reg March 12.
Thompson, Hy Bentley Skinner, Birm, Cooper. March 2. Asst. Reg March 13.
Thompson, Geo, Quarry Burn, Durham, Publican. March 6. Comp. Reg March 12.
Twaddle, John, Douro-cottages, St John's-wood, Credit Draper. Feb 14. Asst. Reg March 11.
Vaughan, John, Worcester, Bookseller. March 2. Asst. Reg March 11.
Vaughan, Edwd, Wrexham, Denbigh, Provision Dealer. Feb 15. Asst. Reg March 13.
Walker, Jas Simpson, Bradford, York, Draper. Feb 26. Asst. Reg March 11.
Warne, Johnson, Newport, Isle of Wight, Grocer. Feb 13. Asst. Reg March 11.
West, Geo, Nelson-ter, Lucey-rd, Bermondsey, Builder. Feb 15. Comp. Reg March 12.
Wild, Wm, Lees, nr Oldham, Lancaster, Cotton Spinner. March 7. Asst. Reg March 13.
Wilson, Joshua, Ossett, York, Manufacturer. Feb 26. Comp. Reg March 11.
Wolf, Jacob, Cheapside. Feb 13. Comp. Reg March 11.
Yates, Wm, Haydock, Lancaster, Provision Dealer. Feb 25. Asst. Reg March 11.
Yates, Dani, Bolton, Lancaster, Glass Manufacturer. Feb 13. Asst. Reg March 12.

TUESDAY, March 17, 1868.

Benfield, John, Wednesbury, Stafford, Haberdasher. March 12. Comp. Reg March 16.
Biggs, Geo, Coventry, Baker. March 11. Asst. Reg March 14.
Bird, John Wm, Stroud, Glocester, Leather Dealer. March 4. Comp. Reg March 13.
Blackburn, Edwin Jas, Market-pl, Oxford-st, Eating-house Keeper. March 4. Comp. Reg March 16.
Bliss, Hy, Cardiff, Glamorgan, Grocer. Feb 18. Asst. Reg March 16.
Boud, Wm, Bristol, Publican. Feb 20. Asst. Reg March 13.
Bridge, Allan, Huggin-lane, Wood-st, Lace Warehouseman. March 5. Comp. Reg March 13.
Bull, Thos, Birm, out of business. March 5. Comp. Reg March 13.
Burton, Thos, Kingston-upon-Hull, Ale Merchant. March 7. Comp. Reg March 14.
Butterfield, Atkinson Elgee, Darlington, Durham, Baker. Feb 26. Asst. Reg March 17.
Cook, Richd, Bromsgate, Worcester, Builder. Feb 17. Comp. Reg March 14.
Cornell, Wm, Warwick-st, Pimlico, Cheesemonger. March 6. Asst. Reg March 16.
Davies, Mary, Lpool, Milliner. Feb 21. Asst. Reg March 13.
Dodson, Thos, & Thos Fawcett, Rastrick, York, Fancy Cloth Manufacturers. Feb 27. Asst. Reg March 13.
Dodson, Philip, Swavesey, Cambridge, Brewer. Feb 18. Asst. Reg March 17.
Early, Thos, & Thos Early, jun, Houndsditch, Clothiers. Feb 18. Asst. Reg March 17.
Eccleston, James, Lpool, Car Proprietor. March 6. Comp. Reg March 17.
Ellis, Richd, Peterborough, Milliner. Feb 19. Asst. Reg March 16.
Emery, Louisa Mary, Landport, Southampton, Grocer. Feb 20. Asst. Reg March 17.
Fisher, Jas, Keetons-rd, Bermondsey, Chemist. March 12. Comp. Reg March 13.
Ford, Eliza, Lpool, Restaurant Keeper. Feb 18. Comp. Reg March 16.
Forrest, Wm, Hastings, Sussex, out of business. March 14. Comp. Reg March 14.
Fryer, John, Burnedon, Northumberland, Colliery Viewer. March 12. Asst. Reg March 16.
Gibbons, Mary, Manch, out of business. March 7. Comp. Reg March 16.
Gibson, Edwd Kershaw, Henry-st, Portland-town, Grocer. Feb 29. Comp. Reg March 13.
Greatbatch, Ann, Etruria, Stafford, Widow. March 5. Comp. Reg March 13.
Harvey, Jas, jun, Bristol, Builder. Feb 25. Comp. Reg March 14.
Haynes, Wm, Blackmoor-st, Cheesemonger. Feb 29. Comp. Reg March 13.
Healy, John, Bedford-row, Accountant. Feb 17. Inspectorship. Reg March 16.
Hipkins, Wm, Ladymoor, Bilston, Stafford, Spade Manufacturer. March 16. Comp. Reg March 17.
Hoffenbach, Leopold, the elder, Watling-st, Importer of Foreign Goods. Feb 29. Asst. Reg March 17.
Hopper, John, Gt Driffield, York, Publican. Feb 22. Asst. Reg March 17.
Jarrett, Wm, Rochester, Kent, Draper. Feb 28. Asst. Reg March 17.
Keeling, Anthony, Tunstall, Stafford, Earthenware Manufacturer. Feb 14. Asst. Reg March 14.
Laidlaw, Robt, Cambridge, Draper. Feb 14. Asst. Reg March 13.
Lees, Hy, Bradsley, Lancaster, Ironfounder. March 2. Comp. Reg March 14.
Le Franc, Edwd, Essex-st, Islington, Boot Maker. March 13. Comp. Reg March 14.
Liversidge, Foulby, York, Shopkeeper. March 3. Asst. Reg March 17.
Lloyd, Wm, Commission Agent, Lpool. March 12. Asst. Reg March 16.
Lomas, Jas, Leeds, Woollen Cloth Manufacturer. Feb 29. Comp. Reg March 17.
Mackfarlane, Duncan, Gloucester, Draper. Feb 17. Asst. Reg March 14.
Masefield, Richd, & Wm Mayson, Wolverhampton, Stafford, Timber Merchant. Feb 17. Asst. Reg March 14.
Medd, Wm Hy, Stockport, Chester, Surgeon. Feb 24. Asst. Reg March 17.
Meeson, John, Wolverhampton, Stafford, Miller. March 9. Comp. Reg March 16.
Mulholland, Daniel, Waterloo, nr Lpool, Bricklayer. March 13. Comp. Reg March 18.
Murray, John, Bloomfield, Solop, Innkeeper. Feb 18. Asst. Reg March 13.
Nuttall, Maria, Rochdale, Lancaster, Widow. Feb 15. Comp. Reg March 13.
Parker, Edwd, Leeds, Hat Manufacturer. Feb 24. Asst. Reg March 17.
Parr, Wm, Bristol, Licensed Victualler. Feb 26. Asst. Reg March 13.
Pearce, Thos Bolwell, Bristol, Accountant. March 10. Asst. Reg March 16.
Phelps, Edwin, Malvern, Worcester, Grocer. Feb 25. Asst. Reg March 14.
Pratt, Chas John, Vernon-ter, Roman-rd, House Agent. March 6. Comp. Reg March 17.
Procter, Jas, Leeds. March 9. Asst. Reg March 17.
Ravene, Jacob Hy, Birm, Merchant. Feb 27. Comp. Reg March 16.
Reddish, Sarah Jane, Evelyn-st, Deptford, Boot Maker. Feb 17. Comp. Reg March 13.
Richardson, Harold Slingsby Duncombe, Manch, Barrister-at-Law. Feb 17. Comp. Reg March 16.
Rothwell, Wm, Burrow-in-Furness, Lancaster, Plumber. Feb 15. Comp. Reg March 13.
Stahl, Arnold, Fenchurch-st, Comm Agent. March 4. Comp. Reg March 16.
Taylor, Robt, Middlesborough, York, Grocer. Feb 26. Comp. Reg March 17.
Taylor, Dani, Bristol, Gas Fitter. Asst. Reg March 17.
Thomas, Richd Griffith, Circus-rd, St John's Wood, Builder. Feb 21. Comp. Reg March 14.
Thompson, John Edwin Lawton, Lee Moor, nr Wakefield, General Dealer. March 14. Comp. Reg March 17.
Thompson, Wm, Stockton, Durham, Innkeeper. March 14. Asst. Reg March 16.
Vosper, Peter, Upton, Cornwall, Farmer. March 3. Comp. Reg March 13.
Wadsworth, John, & Arthur Hy Norton, Birm, Pen Manufacturers. March 11. Asst. Reg March 16.
Walker, Chas, Gt George-st, Westminster, Parliamentary Agent. March 11. Asst. Reg March 16.
Wallerstein, Edwd Moritz, Rugby, Warwick, Gent. March 16. Comp. Reg March 17.
Warburton, John, Oldham, Lancaster, Greengrocer. March 11. Asst. Reg March 17.
Warburton, Francis, Sheffield, Table Blade Grinder. Feb 20. Comp. Reg March 17.
Watts, John Wilson, Attercliff, Sheffield, Grocer. Feb 18. Asst. Reg March 17.
Weatherhead, John, Blackman-st, Borough, Boot Maker. March 14. Comp. Reg March 16.
White, John, Shotteswell, Warwick, Baker. Feb 20. Comp. Reg March 17.
Whitehead, Wm, Halifax, York, Wholesale Druggist. Feb 26. Asst. Reg March 14.
Whitefoot, Jas, Roman-ter, Roman-rd, Old Ford, Furniture Dealer. March 9. Comp. Reg March 17.
Whitnall, Edwd, Lpool, Picture Dealer. Feb 17. Comp. Reg March 16.
Wilkinson, John, Huddersfield, Grocer. March 9. Asst. Reg March 16.
Willoughby, Hy Joseph, Wolverhampton, Stafford, Boot Maker. Feb 29. Comp. Reg March 16.
Wright, John, Leeds, Grocer. March 11. Comp. Reg March 16.
Young, Jas, Portland-st, Commercial-rd, Stepney. Feb 28. Comp. Reg March 16.

## Bankrupts.

FRIDAY, March 13, 1868.

To Surrender in London.

Ashton, Charles, Stockwell-st, Greenwich, Hatter. Pet March 9. Pepys. March 26 at 12. Lumley & Lumley, Old Jewry-chambers.
Austin, Jas Gardener, Manor-pl, Walworth, Surveyor. Pet March 10. Pepys. March 26 at 1. Wallis, Walbrook.
Bell, Hy, Surbiton, Surrey, Hair-dresser. Pet March 11. Pepys. March 26 at 1. Marshall, Lincoln's-inn-fields.
Bentz, Peter, Prisoner for Debt, London. Pet March 9. Roche. March 25 at 12. Boulton, Berners-st.
Bowe, Albert, Gideon, and Joseph Eccleston, Clarendon-rd, Plumbers. Pet March 7. March 30 at 1. Peverley, Gresham-buildings.
Bugg, Shadrach, Prisoner for Debt, London. Pet March 7 (for pau). Roche. March 25 at 12. Steadman, London-wall.
Bussell, William, Prisoner for Debt, London. Adj March 11 (for pau) Roche. March 25 at 1. Harrison, Basinghall-street.
Butler, Wm, Trafalgar-ter, Norwood, Carman. Pet March 10. Roche. March 25 at 1. Drake, Basinghall-street.
Cullen, Rbt Court, Isledon-rd, Holloway, Clerk. Pet March 7. March 30 at 1. Geaussant, New Broad-street.
Curll, Hy, Prisoner for Debt, London. Pet March 11. Roche. March 25 at 1. Scott, Guildford-st, Russell-square.
Cluff, Saml Napoleon, Prisoner for Debt, London. Pet March 9 (for pau). April 1 at 12. Miles, Gresham-bldgs.
Dennis, Geo, Oxford-st, Butcher. Pet March 12. Pepys. March 26 at 2. Pelham, Stepney.
Dod, Wm Edward, Prisoner for Debt, London. Pet March 7 (for pau). Roche. March 25 at 11. Harrison, Basinghall-street.
Duff, Robt, Hugh-st, Pimlico, Builder. Pet March 10. Pepys. March 26 at 1. Smith, Denbigh-st, Pimlico.
Fisher, Thos, Prisoner for Debt, London. Pet March 10 (for pau). April 1 at 1. Drake, Basinghall-street.
Hawgood, Hy, Chiswell-st, Tobacconist. Pet Feb 29. Pepys. March 26 at 2. Harper, Gracechurch-street.
Hayley, Robert Maddocks, Prisoner for Debt, London. Pet March 9. Brougham. April 1 at 12. Davis, Harp-lane.
Herbert, Elijah, Mardon-rd, Bermondsey, Plasterer. Pet March 9. April 1 at 11. Newman, Bucklersbury.

Lambert, Chas, Prisoner for Debt, London. Pet March 11. Roche. March 25 at 1. Harrison, Basinghall-street.
McBain, Lewis, Prisoner for Debt, London. Pet March 9. Pepys. March 26 at 2. Lewis & Lewis, Ely-place.
Nurse, Jas, Southampton, Tailor. Pet March 9. Pepys. March 26 at 12. Wilkinson, Bedford-street.
Palmer, William, Brewer-st, Pimlico, Cook. Pet March 5. March 30 at 11. Harrison, Basinghall-street.
Pounds, Eliz, Hampstead-rd, Boarding-house Keeper. Pet March 4. Pepys. March 19 at 2. Brighten, Bishopsgate-street t.
Ratcliff, Hy, Theydon Garnon,, Essex, Cattle Dealer. Pet March 9. Roche. March 25 at 12. Brown, Basinghall-street.
Remnant, Chas, Prisoner for Debt, London. Pet March 10 (for pau). Brougham. April 1 at 12. Parsons, King William-street, Charing-cross.
Richardson, Thos, St Mary's-villas, Richmond, Lodging-house Keeper. Pet March 9. Roche. March 25 at 12. Marshall. Lincoln's-inn-fields.
Rico, Manuel, Walworth-rd, Coffee-house Keeper. Pet March 9. Pepys. March 26 at 12. Croft, Montpelier-row, Lambeth.
Simpson, Joseph, Ipswich, Suffolk, Agent. Pet March 7. Pepys. March 24 at 2. Digby & Son, Lincoln's-inn-fields.
Sims, Thos John, Oxford-ter, Clapham-road, Clerk. Pet March 11. April 1 at 1. Cooper, Lincoln's-inn-fields.
Smith, Richd William, Surbiton, Surrey, out of business. Pet March 9. Roche. March 25 at 12. Harper, Gracechurch-street
Smith, Wm Wallace, Prisoner for Debt, London. Pet March 9 (for pau). March 9. Brougham. April 1 at 12. Pittman, Guildhall-chambers.
Smyrk, Fredk George, Guildhall-chmbrs, Contractor. Pet March 11. Pepys. March 26 at 1. Grout, Cannon-street.
Taunton, Charles Daniel, Prisoner for Debt, London. Pet March 7 (for pau). Brougham. March 30 at 1. Harrison, Basinghall-street.
Thomsom Hy Charles, Roman-rd, Barnsbury, Pawnbroker. Pet March 4. Pepys. March 26 at 2. Pearce, Giltspur-st.
Tod, Alex, jun, Prisoner for Debt, London. Pet March 10. Roche. March 26 at 1. Drake, Basinghall-st.
Trounce, Wm, Shrubland-grove, Dalston, Clerk. Pet March 11. Pepys. March 26 at 2. Walker & Co, Finsbury-pl.
Wadsworth, Chas, Aldershot, Southampton, Baker. Pet Feb 27. April 1 at 11. Johnson & Weatherall, Temple.
Watkins, Joseph John, Gravesend, Waterman. Pet March 9. Pepys. March 26 at 12. Pittman, Guildhall-chmbrs.

To Surrender in the Country.

Andrews, Thos, Maplebeck, Nottingham, Farmer. Pet March 10. Tudor. Birm, Feb 19 at 11. Belk, Nottingham.
Binks, Joseph, Mickleton, York, Blacksmith. Pet March 11. Coleman. Pontefract, March 27 at 11. Pullan, Leeds.
Brown, Jas, Bridgwater, Somerset, Beerhouse Keeper. Pet March 9. Lozibond. Bridgwater, March 25 at 10. Reed & Cook, Bridgwater.
Buckley, Robt Wright, Manch, Milk Dealer. Pet March 14. Kay. March 25 at 9.30. Hodson, Manch.
Budd, John Wrexford, Plymouth, Licentiate of Medicine. Pet March 9. March 26 at 12.30. Floud, Exeter.
Burrows, John, Taunton, Somerset, Innkeeper. Pet March 10. Exeter, March 27 at 12. Trenchard, Taunton.
Caselton, Thos, Sheffield, Butcher. Pet March 11. Leeds, April 1 at 12. Fernell, Sheffield.
Clarke, John, Kinver, Stafford, Grocer. Pet March 7. Harward. March 27 at 10. Pearman, Stourbridge.
Crooks, Geo, Barnsley, York, Grocer. Pet March 10. Leeds, March 23 at 11. Waterhouse, Sheffield.
Cue, Jas, Newent, Gloucester, Grocer. Pet March 7. Cooke. Newent, March 27 at 12. Hankins, Newent.
Cusons, Edwd Coward, South Shields, out of business. Pet March 11. Wawn. South Shields, March 24 at 1. Mann, York.
Dimmock, Wm Chas, Pitstone, Buckingham, Coal Merchant. Pet March 9. Watson. Aylesbury, March 30 at 10. Packwood, Aylesbury.
Dransfield, Robt, Leeds, Cap Manufacturer. Pet March 9. Marshall. Leeds, March 24 at 12. Walker, Leeds.
Eddisford, Thos, Heath Charnock, Lancaster, Tile Manufacturer. Pet March 9. Harris. Manch, 23 at 11. Mann, Chorley.
Edwards, Jas Chas, Norwich, Clerk. Pet March 9. Palmer. Norwich, March 23 at 11. Sadd, Norwich.
Elliott, Frances, Chesterfield, Derby, Wheelwright. Pet March 10. Leeds, April 1 at 12. Smith & Burdekin, Sheffield.
Farrington, John, Southport, Derby, Driver. Pet March 9. Welsby. Ormskirk, March 25 at 10. Barker, Southport.
Fiddian, Richd. Cradley Heath, Stafford, Pork Butcher. Pet March 7. Walker. Dudley, March 27 at 12. Lowe, Dudley.
Gale, Thos, Grimsby, Lincoln, Fish Merchant. Adj Feb 15. Leeds, March 25 at 12.
Gale, Christopher, Whitby, York, Boat Builder. Pet March 10. Buchannan. Whitby, March 25 at 11. Wilkinson, Whitby.
Glasspool, Geo, Cocking-pk, Sussex, Hire Carter. Pet March 9. Johnson. Midhurst, March 27 at 2. Soames, Petersfield.
Hague, Wm Bowden, Prisoner for Debt, Manch. Adj Feb 18. Kay. Manch, March 24 at 9.30.
Harris, Susannah, Llanelly, Licensed Victualler. Pet March 3. Morris. Llanelly, March 19 at 11. Rees, Llanelly.
Hurton, John, Fisherton, Lincoln. Pet March 10. Uppleby. Lincoln, March 26 at 11. Harrison, Lincoln.
Jackson, Steadman, Altrincham, Chester, Coal Dealer. Pet March 11. Harris. Manch, March 25 at 12. Sutton & Elliott, Manch.
Jones, Evan, Glyncorrwg, Glamorgan, Grocer. Pet March 9. Wilde. Bristol, March 25 at 11. Beckingham, Bristol.
Jones, Richd, Wellingborough, Northampton, Basket Maker. Pet March 9. Burnham. Wellingborough, March 21 at 10. Cook, Wellingborough.
Kirkham, Thos Dale, Lower Broughton, nr Manch, Painter. Pet March 2. Harris. Manch, March 23 at 11. Marsland & Addleshaw, Manch.
Lemon, Thos, jun, Appledore, Devon, Master Mariner. Pet March 9. Rooker. Bideford, March 26 at 11. Turner, Bideford.
Lindley, Edwd, Bloxwich, Stafford, Contractor. Pet March 10. Walsall, March 26 at 12. Glover, Walsall.
Marks, Saml, Falmouth, Cornwall, Auctioneer. Pet March 11. Tilly. Falmouth, March 28 at 11. Jenkins, Penryn.
Marshall, Frank, Horncastle, Lincoln, Retailer of Beer. Pet March 9. Clitherow. Horncastle, March 24 at 11. Adcock, Horncastle.
McLaren, Jas, Bishop Wearmouth, Durham, Horse Dealer. Pet March 5. Marshall. Sunderland, March 27 at 12. Bell, Sunderland.
Morley, Geo, Barlow, York, Beerhouse Keeper. Pet March 10. Newstead. Selby, March 28 at 11. Middleton & Son, Leeds.
Osbiston, Saml, Blackbrook, Derby, Blacksmith. Pet March 10. Ingle, Belper, March 31 at 12. Walker, Belper.
Roberts, John, Colwyn, Denbigh, Innkeeper. Pet March 7. Hughes, Conway, March 23 at 12. Roberts, St Asaph.
Rowe, John Bridle, Barnstaple, Devon, out of business. Pet March 9. Bencraft. Barnstaple, April 14 at 12. Bencraft, Barnstaple.
Scott, John, Egremont, Chester, Joiner. Pet March 9. Wason. Birkenhead, March 25 at 10. Anderson, Birkenhead.
Scriven, John Crewkerne, Somerset, Cordwainer. Pet March 9. Sparks. Crewkerne, March 31 at 11. Budge, Crewkerne.
Sheddick, Jas, Garndyrris, Monmouth, Haulier. Pet March 10. Batt, Abergavenny, March 24 at 12. Lloyd, Pontypool.
Sidney, Thos, Sunderland, Durham, Butcher. Pet March 6. Marshall, Sunderland, March 27 at 12. Bell, Sunderland.
Smith, Richd, Hessle-common, York, Farmer. Pet March 9. Leeds, March 25 at 12. Rollit & Son, Hull.
Spilsbury, Francis Gybbon, Croyde, Devon, Gent. Pet March 11, Exeter, March 24 at 11. Willesford, Exeter.
Steele, Arthur Chas, Bath, Somerset, Lieut. R.M Artillery. Pet March 9. Wilde. Bristol, March 25 at 11. Crutwell, sen., Bath.
Sumner, John, Scarisbrick, Lancaster, Pork Butcher. Pet March 9. Welsby. Ormskirk, March 25 at 10. Barker, Southport.
Walsh, Thos, Darnall, Chester, Nurseryman. Pet March 9. Tweedale. Olddam, March 25 at 12. Ramwell, Bolton.
Waterhouse, Saml, Sheffield, Shoemaker. Pet March 11. Rogers. Sheffield, March 26 at 10. Sugg, Sheffield.
White, Thos, Swansea, Glamorgan, Brewer. Pet March 9. Wild. Bristol, March 25 at 11. Simons & Morris, Swansea.
Williams, Richd, Portsea, Hants, Steward. Pet March 3. Howard. Portsmouth, March 28 at 12. Walker, Portsea.

TUESDAY, March 17, 1868.

To Surrender in London.

Banwell, David, Banbury, Oxford, out of business. Pet March 13. Roche. April 9 at 11. Wyatt, Gt James-st, Bedford-row.
Barnes, Chas, Euston-rd, Mineral Merchant. Pet March 12. Pepys. April 17 at 12. Nind, Basinghall-st.
Barton, Thos, Prisoner for Debt, London. Pet March 12. Pepys. April 17 at 1. Sheffield, Lime-st.
Blick, Geo, Bowling-green-lane, Clerkenwell, Baker. Pet March 14. April 6 at 1. Briant, Winchester-house, Old Broad-st.
Bray, Milton, Bemerton-st, Caledonian-rd, Islington, out of business. Pet March 10. April 1 at 11. Boulton, Berners-st.
Brooks, Wm Jas, Goldington-st, Bootmaker. Pet March 13. April 6 at 12. Payne, Bedford-row.
Bugg, Geo, Bury St Edmunds, Suffolk, Corn Merchant. Pet March 12. April 6 at 12. Lawrance & Co, Old Jewry-chambers.
Campbell, Morris Robinson, Prisoner for Debt, London. Pet March 11. April 1 at 1. Denny, Coleman-st.
Carter, Simeon, Torriano-avenue, Kentish-town, Baker. Pet March 12. Roche. April 9 at 11. Dobie, Basinghall-st.
Clark, Joseph, Parker-st, Westminster, Journeyman Greengrocer. Pet March 10. April 1 at 12. Peverley, Coleman-st.
Dear, Wm, Monkwell-st, Dealer in Fancy Goods. Pet March 13. April 6 at 11. Hicks, Orchard-st, Portman-sq.
George, John, jun, Bellconey, Herts, Farm Bailiff. Pet March 12. Roche. April 15 at 11. Webster, Basinghall-st.
Jones, Stephen Thos, Milton-st, Cripplegate, Packing Case Maker. Pet March 13. Roche. April 9 at 11. Dobie, Basinghall-st.
Masters, Wm Bryan, Whitechapel-rd, Mantle Dealer. Pet March 13. Pepys. April 17 at 1. Brooks, Cornhill.
Mills, Edwd, Upper Somerford-st, Cambridge-heath, Bethnal-green, Licensed Victualler. Pet March 9. April 1 at 11. Angell, Guildhall-yard.
Mutton, John, Brighton, Cook. Pet March 11. April 1 at 1. Runnacles, Brighton.
Ouseley, Richd, Lansdowne-pl, Holloway, Major. Pet March 14. Roche. April 9 at 12. Lewis & Lewis, Ely-pl, Holborn.
Paul, Wm, Prisoner for Debt, Hertford. Pet March 12. Roche. April 9 at 11.
Pitarc, Joseph, & John Adolphus Farwig, Ingram-ct, Fenchurch-st, Comm Agent. Pet March 13. Pepys. April 17 at 12. Head, Martin's-lane, Cannon-st.
Rogers, Wm, South-rd, Wimbledon, Drill Serjeant. Pet March 12. April 6 at 11. Greaves, Essex-st, Strand.
Russell, Thos, Camden-town, Draper's Assistant. Pet March 12. Roche. April 15 at 2. Perry, Guildhall-chambers.
Smith, Arthur, Portland-pl, Bethnal-green, Packing Case Maker. Pet March 13. Roche. April 9 at 11. Wright, Chancery-lane.
Smith, Thos, Pickering-pl, Bayswater, Builder. Pet March 12. April 6 at 11. George, Jermyn-st, St James'.
Thorn, Joseph, Eaton Bray, Bedford, Farmer. Pet March 12. Roche. April 15 at 11. Lewis & Co, Old Jewry.
Wallis, Edwd Jas, Golborne-rd, Paddington, Builder. Pet March 10. April 1 at 12. Barry, Gray's-inn-pl.
Weston, Thos Eyre, Lincoln's-inn-fields, Attorney. Pet March 12. April 6 at 11. Terrell & Co, Basinghall-st.

To Surrender in the Country.

Bartholomew, Edwin, Littlehampton, Sussex, Bootmaker. Pet March 11. Holmes. Arundel, March 27 at 11.30. Lamb, Brighton.
Bennett, Jas, St Blazey, Cornwall, Printer. Pet March 9. Exeter, March 31 at 1. Sobey, Fowey.
Blackburn, Wm, Oaken Gates, Shropshire, Grocer. Pet March 11. Potts, Madeley, April 8 at 12. Knowles, Wellington.
Bowers, Wm, Pontypridd, Glamorgan, Furniture Dealer. Pet March 13. Spickett. Pontypridd, March 28 at 12. Rosser, Aberdare.
Bowles, Isaac, Reading, Berks, Eating-house Keeper. Pet March 14. Collins, Reading, April 6 at 10. Smith, Reading.
Button, Thos, Sixpenny Handley, Dorset, Shopkeeper. Pet March 14. Johns. Blandford, March 28 at 3. Atkinson, Blandford.

Butson, Wm, Crantock, Cornwall, Farm Labourer. Pet March 10. Collins. St Colomb Major, March 26 at 11. Whitfield, St Colomb Major.
Cavill, John, Brynmawr, Brecon, Baker. Pet March 11. Shepard. Tredegar, April 1 at 11. Jones, Abergavenny.
Coulston, Evan, Bolton, Lancaster, Labourer. Pet March 13. Holden. Bolton, April 1 at 10. Ramwell.
Davies, Jas, Ysceifiog, Flint, Licensed Victualler. Pet March 12. Holywell, April 4 at 10. Hewitt, Flint.
Dean, Jas, Manch, out of business. Pet March 12. Harris. Manch, March 27 at 11. Brett & Co, Manch.
Dutton, Chas, Rock Ferry, Chester, Nurseryman. Pet March 12. Lpool, April 2 at 11. Jenkins & Rae, Lpool.
Dyer, John, Cambridge, Baker. Pet Jan 15. Eaden. Cambridge, March 28 at 1. Hunt, Cambridge.
Faulkner, John, Salford, Lancaster, Licensed Victualler. Pet March 10. Hulton. Salford, March 28 at 9.30. Stringer, Manch.
Harvey, Edwd Williams, Neath, Glamorgan, Comm Agent. Pet March 12. Morgan. Neath, March 30 at 11. Wymond, Neath.
Henwood, John, Metherel, Cornwall, Draper. Pet March 13. Bridgman. Tavistock, March 30 at 11. Nicolls, Callington.
Hepworth, Robt, Battye Cut End, York, Labourer. Pet Feb 20. Jones. Huddersfield, March 30 at 10. Freeman, Huddersfield.
Hope, John, Burslem, Stafford, Copper Planisher. Pet March 13. (for pau). Challinor. Hanley, April 4 at 11. Tomkinson, Burslem.
Hunt, Geo, Bury St Edmunds, Suffolk, Plumber. Pet March 12. Collins. Bury St Edmunds, March 28 at 11. Salmon, Bury St Edmunds.
Hutchings, Hy Lee, Bideford, Devon, Grocer. Pet March 13. Exeter, March 27 at 12. Rooker & Baseley, Bideford.
Isitt, John, Bradford, York, Coal Merchant. Pet March 13. Leeds, March 30 at 11. Hill, Bradford.
Johnson, Jas, Leicester, Warehouseman. Pet March 12. Ingram. Leicester, April 4 at 10. Durrant, Leicester.
Jupe, John, Winchester, Hants, Publican. Pet March 13. Godwin. Winchester, March 31 at 11. Hollis, Winchester.
Lees, Jas, Rainford, Lancaster, Pottery Manager. Pet March 11. Ansdell. St Helen's, March 31 at 11. Swift, St Helen's.
Markland, Wm, Preston, Lancaster, Clerk. Pet March 11. Myres. Preston, March 28 at 10. Forshaw, Preston.
Memmot, Wilfred, Upper Heeley, York, Grocer. Pet March 12. Wade. Sheffield, April 1 at 1. Binney & Son, Sheffield.
Needham, Eliz, Sheffield, Licensed Victualler. Pet March 16. Leeds. April 1 at 12. Fernell, Sheffield.
Parry, Hy, Sain, Carnarvon, Saddler. Pet March 12. Owen. Pwllheli, April 1 at 10. Jones.
Pearce, Joseph, Aston, Warwick, out of business. Pet March 14, Guest. Birm, April 3 at 10. Rowlands, Birm.
Phillips, Wm, Old Bridge, Haverfordwest, Tinman. Pet March 13. Summers. Haverfordwest, April 4 at 12. Price.
Randell, Robt, Brampton, Derby, Higgler. Pet March 12. Wake. Chesterfield, March 31 at 11. Gee, Chesterfield.
Roberts, Robt, Lpool, Outfitter. Pet March 12. Lpool, March 31 at 11. Smith, Lpool.
Scott, Wm, Nertleton, Lincoln, Horse Breaker. Pet March 11. Haddelsey. Caistor, March 27 at 11. Hett & Co, Brigg.
Shepherd, Saml Unwin, Leicester, Comm Agent. Pet March 12. Ingram. Leicester, April 4 at 10. Smith, Nottingham.
Taylor, Jas. Wisbech, Cambridge, Shoemaker. Pet March 13. Metcalfe. Wisbech, April 2 at 11. Otlard, Wisbech.
Thompson, Geo, Bishop Wearmouth, Poulterer. Pet March 11. Marshall. March 31 at 12. Bell, Sunderland.
Walker, Jas Simpson, Bradford, York, Draper. Pet March 4. Leeds, March 30 at 11. Sale & Co, Manch.
Walker, Joseph, Blackpool, Lancaster, Grocer, & Hy Swan, Blackpool, out of business. Pet March 11. Patteson. Poulton-le-Fylde, April 1 at 12. Blackhurst, Preston.
Walters, Edwd, Hastings, Sussex, Engraver. Pet March 12. Young. Hastings, March 28 at 11. Savery, Hastings.

BANKRUPTCIES ANNULLED.

FRIDAY, March 13, 1868.

Cole, John Fredk, Hill-st, Livery Stable Keeper. March 10.
Wilson, Wm Cooper, Claremont-ter, South Hackney, Builder. March 12.
Wolf, Jacob, Cheapside, Merchant. March 9.

TUESDAY, March 17, 1868.

Bilsborough, Jas, Miles Platting, Lancaster, out of business. March 5.
Fowler, Wm, Whitby, York, Jet Ornament Manufacturer. March 13.
Francis, Thos, Lea Bridge, Upper Clapton, Lime Merchant. March 13.
Poynder, Wm, Horne, Surrey, Clerk in Holy Orders. March 16.
Trench Wm, Manch, Clothier. March 13.
Wood, John, Falcon-st, Attorney-at-Law. March 16.
Wrigglesworth, Geo Hy, Victoria-ter, Coburg-rd, Old Kent-rd, Banker's Clerk. March 11.